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WITHDRAWN

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The Solicitors' Journal

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The Solicitors' Journal

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Current Topics.

A Matter of Principle.

BY THE term "Principles," says "Bouvier's Law Dictionary," is understood truths or propositions so clear that they cannot be proved nor contradicted unless by propositions which are still clearer. "First principles," continues that authority, "have their source in the sentiment of our own existence, and that which is in the nature of things. A principle of law is a rule or axiom which is founded in the nature of the subject, and it exists before it is expressed in the form of a rule." At first blush, therefore, one is rather apt to consider all principles as being in the nature of absolute fundamentals, truths beneath which one can only, so to speak, perceive the solid rock on which they rest, truths which, as the above definition states, exist before they are expressed in rules. An interesting and somewhat difficult question is, are there conflicting principles which may involve startling inconsistencies when applied to the same or similar facts? The apparent futility of placing absolute reliance on a particular principle in all circumstances was stressed recently by the Lord Chancellor in a case before the Judicial Committee of the Privy Council on the 25th June. "There is," said his lordship, "more than one principle in the world, and the further some principles are extended the less useful or expedient they are apt to be found. There is always competition among principles, and that which is most applicable at any given point has to give way further on to another principle which is at that point of greater utility or efficacy." If, indeed, there is apparently another principle beyond that being applied at a given time, and when this involved state of things may, perhaps, continue *ad infinitum*, it seems somewhat unreasonable to reproach the human intellect with inability to recognise the ultimate principle on which any particular principle is founded. The mind necessarily staggers! Confusion in the application of principles has undoubtedly been responsible for many judicial errors, and probably, to some extent, for the generally unmerited criticism that "the law is an ass."

Meaning of the Word "Child."

AN INTERESTING case which illustrates the law's changed attitude towards illegitimacy recently came before Mr. Justice MACKINNON by way of special case stated by the Industrial Assurance Commissioner (see *Morris* v. *Britannic Assurance Co. Ltd.*, *The Times*, 6th March, 1931). The question raised was whether policies of industrial assurance taken out by a mother to insure money for the funeral expenses of her illegitimate children were legal. The policies were issued in respect of five illegitimate children, the eldest of which was born in 1913 and the youngest in 1927. Three of the policies were issued before the commencement of the Industrial Assurance Act, 1923 (i.e., 1st January, 1924), and two were issued after that date. The mother submitted that the policies were illegal, as the company could not issue to the mother of an illegitimate child a policy of industrial assurance on the life of such a child for funeral expenses either at common law or by virtue of s. 13 of the Collecting Societies and Industrial Assurance Companies Act, 1896, or under s. 3 of the Industrial Assurance Act, 1923. She claimed a sum equal to the surrender value of the policies issued before 1923 and a sum equal to the amount of the premiums paid by her on policies D and E. Mr. Justice MACKINNON said that the only question it was necessary to answer was whether, whatever the mother's position in fact, she must by virtue of the statutes be deemed to have had an insurable interest. The Friendly Societies Act, 1896, s. 8 (1) (*b*), allowed the insurance of money to be paid on the death of a member or for the funeral expenses of the child of a member, and there was nothing to say that a woman could not be a member. The Collecting Societies and Industrial Assurance Companies Act, 1896, by s. 13 (2), saved such an insurance from being invalidated by the Life Assurance Act, 1774, which prohibited insurances on lives where the insured had not an insurable interest. Finally, s. 3 of the Industrial Assurance Act, 1923, gave authority to collecting societies and industrial assurance companies to issue policies for the purpose of insuring money to be paid for the funeral expenses of a parent, child, grandparent, grandchild, brother or sister. His lordship held that the word "child" *primâ facie* meant "legitimate child" where it occurred in a legal document, but a consideration of the context in this case showed that the Act did not intend to put a ban on illegitimate children as such, as a brother and sister were included, their rights not being taken away by their not being born in wedlock. His lordship therefore held that the word "child" included illegitimate children, and that all the policies were legal.

The Old and the New.

THIS DECISION marks an advance from the days when it was possible for Chief Justice DENMAN to say: "The law does not contemplate illegitimacy. The proper description of a legitimate child is 'child'": *R.* v. *Inhabitants of Totley* (1845), 7 Q.B. 596; 9 J.P. 583; 9 Jur. 595; see also *R.* v. *Inhabitants of Birmingham* (1846), 8 Q.B. 410; 10 Jur. 406. Chief Baron POLLOCK went further in *Dickinson* v. *N.E.R. Co.* (1863), 12 W.R. 52; 2 H. & C. 735, where he said: "The word 'child' in an Act of Parliament always applies exclusively to a legitimate child." These were strong words, even if, as may be argued, they are to be read in the light of the facts of that particular decision, which was that a bastard is not a child within s. 2 of the Fatal Accidents Act, 1846, and therefore an

action cannot be maintained for his benefit under that Act. (See also *Langsdon* v. —— (1850), 15 L.T. (o.s.) 521.) This was typical of the attitude displayed in many of the statutes of the last century. In *R.* v. *Maude*, 6 Jur. 646 ; 2 Dowl. (N.S.) 58, it was held that the statute 9 Geo. 4, c. 83, which made it an act of vagrancy in a parent to desert a child refers to legitimate and not to illegitimate children. A similar rule was adopted in the construction of wills, deeds and other documents, and the word "children" was read as excluding illegitimate offspring unless, having regard to the surrounding circumstances, there was some repugnancy or inconsistency in such an interpretation, not merely some breach of a moral obligation or a probable intention: *Dorin* v. *Dorin*, L.R. 7 H.L. 568 ; 23 W.R. 570 ; *Cartwright* v. *Vawdry*, 5 Ves. 530. One has only to look at s. 4 (1) of the Workmen's Compensation Act, 1925, to see the changed attitude of the legislature on this matter of legitimacy. That section defines the term "dependants of a workman entitled to claim compensation under this Act where the injury results in death," and the definition includes "where the workman, being the parent or grandparent of an illegitimate child, leaves such a child so dependent upon his earnings, or being an illegitimate child, leaves a parent or grandparent so dependent upon his earnings" such an illegitimate child and parent or grandparent respectively. The word "children" in s. 8 (1) of this statute, dealing with the amount of compensation in fatal cases, has been construed by the Court of Appeal as including illegitimate grandchildren: *Pritchard* v. *Bettisfield* [1925] 2 K.B. 284 ; 18 B.W.C.C. 204. Finally, the Legitimacy Act, 1926, which provides for the legitimation of illegitimate children by subsequent marriage of the parents, and for new rights of legitimated persons to the succession to property, clearly demonstrates the more liberal modern attitude. It would be difficult, if not impossible nowadays, to secure the passing of an Act of Parliament which made a distinction between the rights granted to legitimate and those granted to illegitimate children.

The Biter Bit.

THE *Observer* earlier in the year contained an item of news from Yugo-Slavia giving rise (to use a hackneyed expression) to a Gilbertian situation. A certain rustic, whose name happens to be URBAN, was induced to hand over to some gypsies a large sum of money, receiving in exchange a parcel which, they told him, contained a far larger sum, the fruits of a robbery. It appeared that the vastness of the yield embarrassed them. On opening the parcel, URBAN found that it contained nothing but a few rags and articles *ejusdem generis*, and thereupon reported the matter to the police, who have arrested the gypsies. The *Observer* concludes its report by speculating as to whether URBAN will appear in court as witness or accessory. In English law, there would be nothing to prevent him from launching a prosecution for obtaining money by false pretences ; and if himself guilty of some offence, there would be nothing to prevent the authorities from prosecuting him, so that he could fill both the suggested roles. But the question that would trouble the authorities would be, what offence ? No case could be made out to support a prosecution for being an accessory before or after a fact which never happened: an accessory before must counsel, etc. ; an accessory after must comfort, assist, etc., a felon, and must know that the felony has been committed—belief, honest or otherwise, will not suffice. Conspiracy readily suggests itself ; and it has been held that a woman who erroneously believed herself to be pregnant could be guilty of conspiring with others to administer drugs to herself with the intention of procuring abortion: *R.* v. *Whitchurch* (1890), 24 Q.B.D. 420. But URBAN would be able to answer that in that case there was, in fact, a common object. What about attempting to receive stolen property ? Here the prosecution would be able to point to *R.* v. *Ring* (1892), 61 L.J. M.C. 116, in which it was held that one who put his hand in what is in fact an empty pocket might be guilty of attempted larceny, and to argue that by parity of reasoning he who receives what he thinks is stolen may be guilty of the attempt ; but here, again, knowledge is an essential ingredient of the substantive offence, and could hardly be replaced by showing mistaken knowledge when charging with the attempt. So, on the whole, we think that in England Mr. URBAN'S position would be that of anyone else who merely intends to commit a crime.

Trouble over Land Drainage.

THE QUESTIONS asked in Parliament last week on this subject seem to suggest that the catchment boards set up under the Land Drainage Act, 1930, cannot get effectively to work by reason of some difficulty in regard to the levying and collecting of the drainage rate—so it is alleged. The Minister of Agriculture had no information which went to confirm that, but undertook to investigate, and observed that it was "a case of going from one system to another." The new system of financing this work is certainly not easily intelligible. This to some extent would seem to be due to the fact that the de-rating of agricultural land does not apply to land drainage rates (see definition of "rate" in Local Government Act, 1929, s. 134, following that in the Rating and Valuation Act, 1925, s. 68 (1)). Under the new statutory arrangements each catchment area is governed by a catchment board whose business it is to see that the internal drainage boards do their duty. These internal drainage boards are to levy and collect drainage rates as before, part of which will be used for maintaining the internal drainage of their own districts and part will go as a contribution to the expenses of the catchment boards, who may make such demand upon each internal drainage board as seems fair. The rest of the expenses of the catchment boards is to be derived (*a*) partly by precept served upon the county or county borough councils wholly or partly situated within the catchment area, and (*b*) partly by Government grants obtainable for expenditure upon new works or upon the improvement of existing works. Doubtless some delay here and there was bound to arise before this somewhat complex system of finance could be got into working order ; but the new Land Drainage Act has been in operation since 1st August, 1930, and there should be no longer reason for any delay in making it effective.

Agency Contracts.

THE EXPRESSION "on a sale being effected" is of everyday occurrence in those clauses of agency contracts from which the agents direct their claim to commissions, and the judgment of CHARLES, J., in a recent case (*Martin* v. *E. W. Perry & Daw*), which turned on this point, is therefore, of more than passing interest. The action arose out of a claim by the plaintiff for £120 deposit paid by an intending purchaser on an intended purchase of the plaintiff's business of tobacconist ; the defendants admitted the receipt of this amount as the plaintiff's agents, but claimed to set off £135 commission due on an alleged sale of the business by them to the purchaser. It appeared that the defendants introduced the intending purchaser, who, however, failed to complete. In giving judgment for the plaintiff on both claim and counter-claim, CHARLES, J., following the judgment given in an unreported case—*James* v. *Smith*—heard by the Court of Appeal on 7th June, 1921—held that the proper meaning of the words "on a sale being effected" was neither "if the sale is completed and the purchase money paid" nor "if a contract to purchase is signed by someone (regardless of his ability to complete)," but "if a contract of purchase is signed by a person able and willing to complete." The question, therefore, turned on that issue—whether the intending purchaser was a person able and willing to complete, and the onus rested on the agent to establish this. The defendants failed, because, whatever the reason, they omitted to produce any evidence on what in the view of the court was the crucial point.

The Cost of Litigation.

THE recent pronouncements of a Committee of the London Chamber of Commerce, the Bar Council, and The Law Society, are the last words of the chosen representatives of the three parties primarily concerned in the above matter, namely, the litigant himself, and the members of each branch of the profession who make their livings, wholly or partially, out of such costs. It is true that the London Chamber of Commerce does not as such represent parties in divorce or libel actions, or beneficiaries under wills and settlements seeking the ruling of a judge on a point of construction, but its members are directly concerned with all kinds of disputes on contracts, and a variety of torts, such as "passing off," and infringement of patents, trade marks, etc.

The point that litigation here is, in general, more expensive than abroad is inevitably made by the Committee, and conceded by the other two bodies. On the other hand, the Committee acknowledges that English judicial procedure is the most perfect of its kind in the world—the finest instrument, then, that man has yet devised for one of his most difficult tasks, that of ascertaining disputed truth. And, unfortunately, as is the way of fine and delicate instruments, it is expensive to work. The problem propounded is to decrease this expense without affecting reliability. It is one which barristers and solicitors should be even more anxious to solve than the public, for excessive cost of litigation frightens clients and drives them to arbitration (which, however, is now found out to be almost, if not quite, as expensive in a complicated case) or compromise, or, worst of all, submission to injustice as the lesser evil.

On the general aspects of the problem, perhaps, we may refer to our articles "Justice for Rich and Poor," 73 SOL. J. 808, "The Cost of Litigation," 74 SOL. J. 450, and also to a topical note, "Litigation as a Luxury," 73 SOL. J. 374. Some of the specific points made on the reports, however, may require fresh discussion.

The chief point on which there is a definite cleavage between legal and lay opinion is, as perhaps might be expected, the "two-thirds rule." The Committee is of opinion that it should be abolished. On the other hand, the vast majority of barristers strongly hold that, having regard to the work respectively done by the junior and the leader, the two-thirds rule is just and equitable. In this view The Law Society, which is unlikely to uphold excessive fees to counsel, generally concurs. To some extent, perhaps, it may be regarded as the Bar's internal affair as to how the total amount payable for fees is to be divided between counsel of different rank. Everybody knows that the two-thirds rule makes a "special" more expensive than the face value of his fee, so there is no apparent injustice. The Bar Council suggests a possible modification of the rule in the case of higher fees, which perhaps may hereafter be adopted.

The "special," as both the professional reports point out, is a luxury, for which the litigant who insists on him must be prepared to pay. Such a litigant also risks having special fees disallowed on taxation, so that, if he is deemed extravagant by the taxing master, he cannot throw his extravagance on the other side. Nevertheless, there is another aspect of the matter. Other things being equal, heavy guns outrange light guns in warfare and so prevail, and a litigant who knows that a "special" is being briefed against him, may deem himself at a disadvantage unless he also retains one. Thus the fee is apt to be set by the highest purse. Perhaps the suggestion may there be made that the solicitors to the plaintiff might acquaint those of the defendant, or *vice versâ*, that they proposed to brief Mr. X at Z guineas, and that, if the opposite party then wish to take in a "special," the extra expense caused by retaining another "special" to face him should be payable in any event by the party first invoking such luxury. There is, no doubt, usually some sort of arrangement between the solicitors of plaintiffs and defendants as to the magnitude of the legal stars to be engaged, but a rule such as suggested above might put some check on auction bidding. Such a rule might also be applied in cases of less magnitude, for example, when the question raised was whether leaders were necessary at all.

No one has ventured to put forward the suggestion of possible differential fees on briefs, i.e., the larger for winning, and the smaller for losing a case. What would happen to a barrister who had the audacity to propound such a heresy at an annual general meeting of the Bar can only be conjectured. But perhaps, after all, like the admission of ladies to the Bar, to-day's heresy may be to-morrow's orthodoxy. The requirement of the fixed fee, win or lose, marked beforehand so as to preclude evasion, may be regarded as analogous to a good trade union rule to safeguard the proper remuneration of the Bar. Too many of such safeguards, however, may defeat their own purpose by frightening possible clients into compromise or submission to injustice. For the would-be litigant, if he has any sense, contemplates possible defeat as well as possible victory, and it is the immense burden of his own and his opponent's costs in defeat which may now well alarm him. The successful litigant, on the contrary, should deem counsels' fees well earned, even if, on partial disallowance on taxation, he has to pay some of them himself. It is thus arguable that possible differentiation might be better trade-unionism than the present hard and fast rule, for the shorn lamb would not then be afraid of losing so much of his fleece. The notion that there would be something degrading for a barrister to be paid in this way is deep-seated, but the idea that it is dishonourable to be paid more for success does not obtain in other walks of life. Probably it would give young and enterprising barristers much better chances than they have at present, for solicitors would be the more ready to try them out with forlorn hopes, and defeat would not so readily set them thinking that their last chances had been taken and lost.

It may also be open to question whether the rule, almost a hard and fast one, that costs follow the event, is not a real hindrance to litigation. No doubt, as a counsel of perfection, a verdict for the plaintiff should place him in exactly as favourable a position as if the defendant had not resisted a justifiable claim, and a verdict for the defendant as if the plaintiff had not set up an unjustifiable one. This may be right in theory, but in reality, as often as not, the defeated litigant has had a reasonable cause of action or defence, and should not be held entirely to blame if, acting under advice, he tests it in court. Possibly some more elasticity in practice should meet this difficulty, for Ord. 65, r. 1, is in very general terms, and some of the cases quoted on pp. 1346–1347 of the current *Annual Practice* appear to have been decided on this footing. If the costs of both sides could be added together, and each party pay a certain proportion, the justice of particular cases might be met, but probably there would have to be a saving to prevent a successful plaintiff being out of pocket, and juries might to some extent neutralise such a rule by awarding higher damages in view of it.

In para. 17 of their report, the Committee consider the possibility of "scale fee" as applied to litigation. The Bar Council somewhat cautiously admits that it is worth consideration, but there are obviously much greater difficulties involved than in sale and purchase of land at a definite price. As the Committee shows, there is a system of the kind in Germany, but it is not always easily worked. In a case of a claim for damages and an injunction, the damages might be trifling, and the injunction of immense importance to the plaintiffs. A converse case would be a heavy claim for damages for infringement of a patent just about to expire. Then cases of claim and counter-claim would have to be dealt with. In such a matter as a wife's petition for divorce, presumably the only register to fix the scale would be the

parties' position in life, as measured by their incomes, and there would almost certainly have to be different scales according as cases were defended or undefended. If any kind of scale fee is practicable, it is thus very clear that much work must be done before a proper code of rules to apply it can be formulated.

(To be continued.)

Torn Wills.

THE methods of revoking a will by destruction, as stated in s. 20 of the Wills Act, are "the burning, tearing, or otherwise destroying the same by the testator, or by some person in his presence and by his direction with the intention of revoking the same." A consideration of a few of the reported cases indicates that, except in the case of accident, the mere tearing up of a will by a testator is an act to be condemned rather than commended, which causes much difficulty and inconvenience in subsequent legal proceedings.

The cases on the subject are divided, broadly, into two classes, those where the tearing is done by a stranger or by some force beyond the testator's control, and those where it has been done by the testator himself.

A perusal of the somewhat divergent reports of the case of *Mills* v. *Millward* [1889] 15 P.D. 20; 59 L.J. P. 23; 61 L.T.R. 651, furnishes an illustration of the course taken by the courts to carry out the apparent wishes of a testatrix whose will was torn up in her presence by a disappointed relative. In that case the relative, on being given the will to read, and on finding herself excluded, became indignant and, according to one report, tore the will up and "threw the fragments into the fire," while, according to another report, she screwed up the document and threw it on the fire. The third report states that she "tore the will and threw it on the fire." The court being satisfied as to the contents of the will, for the subsequent events, as reported, indicate that the testatrix was merely not prepared to put herself to the inconvenience of remaking her will on the same terms, granted probate of the will as propounded in the affidavit of the executor.

Re Leigh [1892] P. 82, illustrates the case of a will being snatched from the hands of an executor and torn in pieces, while a copy was being made. In that case when the executor had collected the pieces and gummed them together there were some blanks left in the will. JEUNE, J., in granting probate, said: "If you can supply the whole of a lost will by evidence from memory why should you not supply part of an incomplete will which has been partly destroyed when you have evidence in the form of a copy which has been made at the time?"

In *Public Trustee* v. *Harvey*, *Times*, 27th June, 1931, where a man was killed on a railway, a mutilated will was found in his overcoat pocket, the top and bottom of the document having been torn off. Mr. Justice LANGTON found that the mutilation was the result of the accident and pronounced for the will, with the missing words annexed as prayed. His lordship observed that if the testator had wanted to destroy the will the most likely thing would have been to tear it across the middle and not tear off parts from the top and bottom, leaving the main body intact. The case of *Gill* v. *Gill* (1909), 53 SOL. J. 359; [1909] P. 157, was cited in support of the application for the missing words to be annexed to the probate. In that case, under circumstances in which bad temper and alcohol played a prominent part, a will was torn in pieces in a testator's presence without his authority. The pieces had been subsequently preserved with his assent as representing his testamentary intention, and it was held that the will could be admitted to probate. In the course of his judgment, Mr. Justice BARGRAVE DEANE allowed a paper to be annexed to the will showing what were the missing words as proved before him by oral evidence. He refused to allow the words to be read into the will, observing: "I remember a case in which words were, or a certain word was, read into a will by one of the judges of this court, and when the late Lord HANNEN, who was at the time President of this Division, heard of it, he expressed strong disapproval."

In cases such as these, where the tearing has been done by a stranger or accidentally, the subsequent establishment of the will must be effected in the best way possible, and such trouble and inconvenience as may be met with can hardly call for complaint—especially in such a case as *Public Trustee* v. *Harvey*, *supra*, where the testator was carrying his will in his pocket in order to have it properly drawn up by a solicitor. Few people will, however, be likely not to condemn the practice of destruction by tearing on the part of a testator himself after looking at one or two of the reported cases. In *Re A. C. Cowling* [1924] P. 113, the question is discussed and the old case of *Elms* v. *Elms* (1858), 1 Sw. & Tr. 155, clearly shows the troublesome consequences which may result from the destruction of a will by tearing.

The consideration of a question of this kind prompts the feeling that an intending testator should be made to realise clearly that it is essential that he should only revoke his will by means of a new will or codicil, and that these alternative statutory methods should only be adopted in an emergency.

Company Law and Practice.

LXXXIV.

DIRECTORS' MEETINGS.—I.

MEETINGS of directors are not hedged about with all those formalities which surround meetings of a company, or of a class of members of a company, but nevertheless there are certain general principles which it is well to bear in mind with regard to them, apart from any of the articles of association of the company which may be relevant.

Doubtless there are companies, the articles of which are so framed as to provide for the summoning of directors' meetings, the notices to be given in respect thereof and other similar matters, but they are few and far between, and the writer has not as yet seen one; and as a rule one is driven to consider any questions which arise with regard to matters of this sort from first principles, with the assistance of such decided cases as there are which bear on the point. Every company is entitled to the benefit of the collective wisdom of its directors, and, consequently, notice of directors' meetings must be given to all the directors; subject, however, to this exception, that when the company has not an effective address at which it can give notice, or when a director is abroad and could not attend, no notice need be given (see *Halifax Sugar Refining Co.* v. *Francklyn*, 62 L.T. 563). But this exception, and the principle underlying it, is one which obviously needs treating with a certain amount of care, for it is not one which the courts are likely to extend, or apply more frequently than is necessary. Thus, it would follow logically that there was no need to give notice of a directors' meeting to a director confined to his bed through illness, but this would seem rather a dangerous assumption to make, if only for the reason that it assumes that he will, at the date of meeting, still be unable to obey the summons, an assumption which nobody who is not a qualified medical practitioner is justified in making.

The case of *Young* v. *Ladies Imperial Club* [1920] 2 K.B. 523, though actually concerned with the summoning of a committee meeting of a club, contains much that may be said to bear on the summoning of directors' meetings, and Lord STERNDALE, M.R., in his judgment in that case, at p. 528, after stating the general principle applicable, deals with the case of illness in the following words: "If the absent member of the body is at such a distance that it is physically

impossible for him to attend in obedience to a summons, then the convener of the meeting is excused from sending the notice to that member, and without any such notice to him the meeting of the body will be properly convened. I incline to think, but I do not express any very definite opinion, that the same exception would probably be held good where it was undoubted that a member of the body was so dangerously ill that it was impossible for him to be moved, even although he might not be at a distance." As a matter of principle, it does not seem possible to quarrel with that statement of the law, but it will be seen that a practical difficulty arises as to the determination beyond a doubt that a director was so ill as not to be able to be moved. SCRUTTON, L.J., in the same case, at p. 536, says that extreme illness may be another ground, though he should himself require the illness to be extremely serious, because an adjournment may be asked for or views put forward in writing, and he (the learned Lord Justice) would require the illness to be such as to prevent that form of action being taken on receiving notice of such a meeting. The only safe course is to give notice in every case where there is a doubt.

Lord STERNDALE, in *Young's Case*, also deals with the case of a person saying that he could not in any event attend meetings, and did not want to have notice of them; and it follows from his lordship's judgment in that case that (unless, possibly, it is quite clear that he has said he would not attend in any circumstances whatsoever) any such person must be given notice. There does not really seem to be any substance in the possible exception in favour of a person who absolutely refuses to attend, because there can be no reason, in the ordinary way, why he should not change his mind or put forward his views in writing; however, the judgments do seem to leave it open so that it would at least be possible to argue in favour of such an exception.

Apart from the exceptions indicated above, it is clear that every member of the board of directors must (in the absence of any article to the contrary) have notice of a directors' meeting, and if this notice is not given, the meeting is invalid, and cannot transact any business (*Re Portuguese Consolidated Copper Mines*, 42 Ch.D. 160).

There does not appear to be any necessity for the notice summoning a board meeting to be in writing (see the judgment of COTTON, L.J., in *Browne* v. *La Trinidad*, 37 Ch.D. 1, at p. 9), though it is certainly wiser that it should be so, if possible. As far as the length of notice is concerned, it seems to be a matter which must be decided on the facts of each particular case, the test being as to what is fair and reasonable, so as to give the persons served with the notice a proper opportunity of attending the meeting, if they wish to do so (*Re Homer District Consolidated Gold Mines*, 39 Ch.D. 546). In the case of *Browne* v. *La Trinidad* above referred to, where it had been usual to give very short notice of board meetings, a ten minutes' notice, where the person served was only five minutes' walk from the place of meeting, was held to be sufficient in the absence of any immediate objection on the part of such person. The circumstances of this case are somewhat special, and many people would no doubt consider that it was rather a burden to have to attend a board meeting at any time on five minutes' notice, but to that there seem to be two answers: the first, that it should not be allowed to develop into a habit with a company to have its directors' meetings called on such short notice, and second, that an objection should be made at once should any notice be considered too short. If these two points are borne in mind, there seems to be little danger of *Browne* v. *La Trinidad* becoming applicable.

(To be continued.)

Mr. BOMANJI JAMSHEDJI WADIA, Barrister-at-Law, has been appointed to be one of the Judges of the High Court of Judicature at Bombay in the place of Sir Norman Wright Kemp, Barrister-at-Law, who has retired.

A Conveyancer's Diary.

General or Special Power of Appointment?

An interesting case illustrating the effect of the perpetuity rule in relation to powers of appointment is *Re Watts: Coffey* v. *Watts* [1931] W.N. 159.

By a marriage settlement, dated in 1904, certain property was settled by A on trusts under which she was to receive the income during her lifetime and after her death the settled property was to be held in trust for X. The settlement contained a clause in the following terms: "It is hereby agreed and declared that the said A shall be entitled at any time during the lifetime of B" (A's mother) "with the consent in writing of the said B by any deed or deeds to revoke all or any of the trusts, powers and provisions declared and contained by and in these presents concerning the said trust premises or any part thereof, and may by the same or any other deed or deeds, with the consent in writing of the said B, appoint and declare any new or other trusts, powers and provisions concerning the premises to which such revocation shall extend."

By an indenture of revocation and new appointment, dated in 1913, A, with the consent of B, exercised the power of revocation and new appointment contained in the marriage settlement and thereby settled the property upon certain trusts.

B died in 1926, and A died in 1928.

The question was whether the power of revocation and new appointment was a general power or a special power. If it was a general power the trusts created by the deed of 1913 were good, but if it was a special power the trusts must be read into the original settlement, and when so read infringed the perpetuity rule.

Bennett, J., held that the power was a special, not a general, power, and consequently the trusts created or purported to be created by the deed of 1913 were void, and so X was entitled to the property.

In light of the authorities, the decision seems at first sight to be open to criticism, but the learned judge was able to distinguish the cases with which his judgment appears to be somewhat at variance.

In *Re Dilke* [1921] 1 Ch. 34, the facts were that under a settlement, a general power of appointment over the settled funds was, in the events which happened, conferred upon C.D., the tenant for life, who, at the date of the settlement, was a person of unsound mind. The power was to be exercised "with the consent and concurrence in the deed of the said trustees or trustee (not being less than three) or of a majority of three of four trustees." C.D., having recovered and being no longer subject to lunacy jurisdiction, subsequently, in 1918, by deed made between himself of the one part and three of the four settlement trustees of the other part, with the consent and concurrence of the three trustees parties thereto, testified by their execution of the deed, appointed that the trustees should, after his death, stand possessed of the trust funds for such purpose or purposes as he should by will or codicil appoint. By a subsequent codicil referring to the power contained in the deed of 1918, C.D. appointed that the settlement trustees should pay and transfer the settlement funds as therein mentioned.

It was held by the Court of Appeal (affirming the decision of Peterson, J.), that on the true construction of the power, the trustees were not required to approve of the persons who were to benefit under the exercise of the power or of the extent to which they were to benefit, but that the exercise of the power was merely made conditional upon the consent and concurrence therein of the trustees, and that the deed of April 1918 was a valid exercise of the power.

It will be observed that the question really resolved itself into one of construction. On the wording of the deed it was

held that the trustees had no power to select or approve the persons to whom the appointor desired to appoint; the trustees were only introduced to consent to the exercise of it, the right of selection of the objects being with the appointor. Consequently the power was not a special power, but a general one, as, if the appointor could appoint at all (by obtaining the concurrence of the trustees) he could appoint to whom he pleased.

Re Phillips [1931] 1 Ch. 347, was a similar case, but the action was for a declaration that certain funds appointed by the will of a testator were assets for payment of his debts.

The power of appointment was contained in a settlement of 1904, and was to the effect that after the death of the testator the trustees should stand possessed of the settled premises and of the income thereof and of all accumulations thereof in trust for the person or persons and for the purposes and generally in such manner as the testator should, with the written consent of the trustees, by any deed or deeds, revocable or irrevocable, direct or appoint.

By a deed poll, dated in 1925, the testator, with the consent of the trustees for the time being of the settlement of 1904, after revoking certain revocable appointments, appointed that after the failure or determination of the trusts declared by the settlement, having priority to the power of appointment, the trust funds and the property subject to the trusts of the settlement should be held by the trustees upon trust to pay certain pecuniary sums, including a certain annuity and, subject as aforesaid, upon trust for accumulation for a period of twenty-one years from the death of the testator, and then upon certain trusts in favour of the testator's daughter and her issue with certain gifts over, in the event of there being no child or other issue of his daughter who should attain a vested interest.

The testator was liable under a marriage settlement made on his daughter's marriage to pay a sum of £10,000 to the trustees of that settlement which was not payable until his death.

The free estate of the testator being insufficient to pay the £10,000, the trustees of the last-mentioned settlement claimed to be paid out of the funds which the testator had appointed by the deed poll of 1925, alleging that the power exercised by that deed was a general power although only exercisable with the consent of the trustees and the appointed funds were assets for payment of the testator's debts. That contention prevailed.

Maugham, J., decided that the trustees had a power of veto of the exercise of the power, but were not persons in whom the discretion as to the selection of the objects of the power was reposed; they had no duty to select, and might, if they thought fit, assent to the exercise of the power by the donee of it leaving him the free exercise of the power which had been reposed in him.

It will be seen that in *Re Phillips*, as in *Re Dilke*, the question was one of construction, and the real point to be decided was whether the trustees had a power to select the objects of the power or whether their consent or concurrence was merely a fetter upon the exercise of it by the donee.

In *Re Watts*, Bennett, J., on the construction of the deed before him, apparently came to the conclusion that the trustees had a power of selection. The learned judge said that "it was necessary to have regard to the fact that the settlement creating the power was a settlement made in consideration of marriage. It was also material to have regard to the fact that the power of revocation and new appointment was restricted in point of time to the lifetime of B and also to her consent in writing being given, both to the exercise of the power of revocation and to the exercise of the power of new appointment." Those facts, he thought, afforded a ground of distinguishing the case from the two cases to which a reference has been made.

I confess that, as stated in the report, I find it difficult to see why the facts mentioned by the learned judge constituted the power a special power. It will probably be found, however, when the full report is available, that his lordship held that the power of the trustees was not merely to consent to the exercise of the power of revocation and of new appointment, but extended to selection or at any rate approval of the objects. If not, I cannot see that the facts stated can be said to distinguish *Re Watts* from the earlier authorities.

Landlord and Tenant Notebook.

Flats: The Undemised Part.

The "practice of putting separate houses one above the other" was referred to as a comparatively new phenomenon by Jessel, M.R., in 1881 in a case dealing with the old Inhabited House Duty (*Yorkshire Fire and Life Insurance Co.* v. *Clayton*, 8 Q.B.D. 421, C.A.); in 1924, in *Cockburn* v. *Smith*, *infra*, Scrutton, L.J., referred to the "habit of living in flats." It is not surprising, then, that the application of the principles of the law of landlord and tenant to premises of this kind has, of recent years, given rise to a good deal of litigation. Apart from questions relating to the extent of parcels themselves (see THE SOLICITORS' JOURNAL, vol. 74, p. 71), the courts have been called upon to define the rights and liabilities of the parties as regards the use and maintenance of other portions of buildings containing flats.

The right to use stairways, lifts, corridors, etc., may be expressed in the tenancy agreement, or may be implied from the circumstances of the grant. The lease held by the plaintiff in *Allport* v. *Securities Corporation* (1895), 39 SOL. J. 362, mentioned "together (in common with other tenants of the lessors) with the use of the entrance hall and stairs leading to the said rooms . . . and of the lift," and an express covenant for quiet enjoyment covered the whole grant. During the term the defendants began improving the building by operations involving the pulling down of a staircase, leaving him with the option of using the lift or a less convenient staircase, and he now applied for, and obtained, a mandatory injunction restraining his landlords from permitting the staircase to remain pulled down or removed or further removing it.

Presumably, a tenant whose right to use passages, etc., is expressed in the grant is in a better position than one who depends on the doctrine of implied easement (see *Wheeldon* v. *Burrows* (1879), 12 Ch.D. 31, C.A., at p. 49), whose right depends on necessity. In *Strick & Co. Ltd.* v. *City Offices Co. Ltd.* (1906), 22 T.L.R. 667, the landlords of a large office building in the City (Baltic House) proposed to erect rows of small shops along the sides of two entrance lobbies, then 17ft. 9ins. wide. The only references to these lobbies in the leases held by the plaintiffs, whose offices were on the third floor, were an allocation of £3 of the rent towards the lighting of passages and corridors, and a covenant by the defendants to keep the main walls and passages in good repair. It was held that the plaintiffs could claim on the ground of necessity only, that they had no right to go over every square inch of the corridors, and, while they obtained an injunction which prevented the erection of shops, its terms did not oblige the lessors to preserve the spaciousness that existed at the time of the demise.

The responsibility of the landlord for the condition of parts of a building which are not let and not referred to was at one time the subject of a conflict of authority. The conflict was due to the fate of *Miller* v. *Hancock* [1893] 2 Q.B. 177, C.A., overruled by *Fairman* v. *Perpetual Investment Building Society* [1913] A.C. 74, in so far as liability of landlords to third parties was concerned, distinguished and explained in *Dobson* v. *Horsley* [1915] 1 K.B. 634, C.A., as regards the scope of responsibility. The effect on the authorities dealing with

liability to the tenant can be seen by taking them in chronological order. In *Ivay* v. *Hedges* (1882), 9 Q.B.D. 80, the roof was used as a drying ground; the plaintiff, one of the tenants, slipped and fell through a defective hand-rail. It was proved that the defendant had known of the defect, but the court held that the plaintiff, being a mere licensee, had to take the roof as he found it. The court stressed the fact that they were not dealing with a necessary way. The cases which follow concern damage done to the demised premises or to the tenants without active intervention by the latter. In *Hargroves, Aronson & Co.* v. *Hartopp* [1905] 1 K.B. 472, the tenant of a top flat had given notice to the landlord that the gutter was stopped up. The landlord did nothing; the flat and its contents were damaged by rain-water; a claim was made on two grounds, namely, negligence and breach of contract. Judgment was given for the plaintiff on the former ground, but its terms suggest that the duty to take reasonable care arose out of the contract of tenancy. Then in *Hart* v. *Rogers* [1916] 1 K.B. 646, the counter-claim of the defendant for damage caused by a leaky roof was not supported by proof of negligence, but Scrutton, J. (as he then was), held, on the authority of *Miller* v. *Hancock*, that the duty of the landlord was absolute. This proposition was dissented from in *Dunster* v. *Hollis* [1918] 2 K.B. 795, in which the plaintiff-tenant was awarded damages for injury suffered by falling on a defective staircase, but on the ground of the landlord's negligence only. The extent of the duty was described as "to take reasonable care." It was pointed out that when *Hart* v. *Rogers* was decided, the attention of the court had not been drawn to the explanation of *Miller* v. *Hancock* given by the Court of Appeal in *Dobson* v. *Horsley, supra*. To this proposition the Court of Appeal agreed in *Cockburn* v. *Smith* [1924] 2 K.B. 119, C.A., Scrutton, L.J. (as he had then become), accepting that his own former judgment had been based on the misapprehension referred to, and ascribing it to the incompleteness of expression on the part of Bowen, L.J., in *Miller* v. *Hancock*. The question whether liability was based on contract or not was reserved.

As regards user of other flats, a uniform tenancy agreement may sometimes have the effect of bringing into being a "scheme," and it is clear from the interlocutory decision in *Jaeger* v. *Mansions Consolidated Ltd.* (1903), 87 L.T. 690, C.A., that a landlord of flats, all of whose tenants sign a lithographed agreement covenanting not to permit the use of their respective premises for illegal or immoral purposes, and as much as possible to contribute to the respectability of the building, thereby puts himself under a duty at least not to assist some tenants to violate the covenant. Similarly, the plaintiff in *Hudson* v. *Cripps* [1896] 1 Ch. 265, who was under very stringent covenants restricting the use of the flat to residential purposes, was able to prevent her landlord from converting the rest of the building into a club.

Our County Court Letter.

WARRANTIES ON THE SALE OF HOUSES.

THE scope of the above has been considered in two recent cases:

(*a*) Extent of drainage system.

In *Stredwick* v. *Smith*, at the Bristol Tolzey Court, the claim was for £72 10s., the amount of a stopped cheque, and the counter-claim was for damages for breach of duty as a solicitor. The defendant's case was that he had been shown over one house, for which £775 was asked, by a gentleman who said that he was the owner, and that the land had been bought in order to put the houses on the main sewer. The defendant was afterwards taken over the house next door, where he met the plaintiff, who (having agreed to act as solicitor for the defendant) had stated that the drains were all right. Having made out the above cheque, the defendant had stopped payment on receiving certain information about the drains. The plaintiff's case was that he told the defendant, at their first meeting, that the gentleman who showed him over the houses was merely an agent, without authority to promise anything or to enter into a contract. The defendant had subsequently signed a contract to purchase for £775, which was explained to him, and nothing was said about the drains, which the plaintiff had always found to be satisfactory while living in the house himself. It was held by the learned judge, Mr. H. Du Parcq, K.C., that (*a*) the plaintiff had disclosed that he owned the house; (*b*) the defendant had nevertheless asked him to act as his solicitor, which placed the plaintiff in an unfortunate position; (*c*) the defendant failed in his contention that he was unaware that the house did not drain into the main sewer, and that he would not have signed the contract if he had so known. The plaintiff had therefore not failed in his duty to his client, and judgment was given in his favour on the claim and counter-claim with costs, a stay of execution being granted for twenty-one days.

(*b*) Measurements of area.

In *Slater* v. *Roberts*, at Birmingham County Court, the claim was for £100 as damages for fraudulent misrepresentation, the plaintiff's case being that, having been promised frontages of 10 yards and a depth of 100 yards, he had bought two houses for £1,100. On discovering that the depth was only 60 yards, the plaintiff had complained to the defendant, who explained that they were subsidy houses, and the Meriden Rural District Council only allowed a depth of 60 yards. The plaintiff therefore took a conveyance (without asking for any allowance) but he subsequently sent an inquiry to the council, whose reply was that no stipulation had been made as to depth—the only restriction being that there should be not more than fifteen houses to the acre. Evidence was given that the 40 yards of land was worth £20, and that £30 was due for the loss of amenities. The defence was that (*a*) no depth had been agreed, and the plaintiff, having seen the boundary posts at a depth of 60 yards, had accepted the conveyance without demur, (*b*) the representations as to the buildings being "subsidy houses," and as to the regulations of the council, were denied. His Honour Judge Dyer, K.C., held that there had been a representation as to depth, but this had not influenced the plaintiff, who was otherwise satisfied with his bargain. Judgment was therefore given for the defendant, but without costs.

Practice Notes.

THE VALIDITY OF RESTRICTIVE COVENANTS.

THE above subject has been considered in three recent cases. In *Proctor & Co.* v. *Simpson*, at Birmingham County Court, the plaintiffs were insurance brokers, who had engaged the defendant in 1921 on condition (*inter alia*) that he would not approach personally or by letter any known client, policy-holder or agent of the plaintiffs, after leaving their employment. The defendant admitted a breach of the agreement and was willing to pay £25 and to submit to an injunction—provided he failed in his contention that the agreement was too wide, contrary to public policy and therefore void. His case was that the agreement was unenforceable through uncertainty, as he was excluded from working in any part of England during his lifetime, but the plaintiffs pointed out that they only required the defendant not to deal with clients on their books when he left, as the agreement did not relate to those obtained afterwards. His Honour Judge Ruegg, K.C., gave judgment for the plaintiffs for the agreed amount, granted an injunction, and refused a stay of execution.

In *Bedwell* v. *Knight*, at Clacton County Court, the defendant had been engaged as a piano tuner for three years,

subject to a proviso that he should not engage in the piano trade within a radius of ten miles for five years after leaving. The defendant had subsequently started a florist's business, but he also sold pianos and advertised that he had supplied one to the Clacton Council. The latter were old customers of the plaintiff, whose case was that he also supplied the surrounding villages for ten miles, but this limit did not exclude the defendant from Colchester or Ipswich. The defendant's case was that he had signed the agreement under a misrepresentation that it was a permanent engagement. His Honour Judge Hildersley, K.C., pointed out that an engagement for three years was permanent, and he held that the restrictions as to time and place were necessary for the plaintiff, who might be injured by the defendant's solicitation of his customers. An injunction was therefore granted, with nominal damages, and costs.

In *Jones* v. *Barnes*, at Birmingham County Court, the plaintiff had sold his allotment to the defendant, who agreed not to buy flowers to sell in competition with the plaintiff. The parties were neighbours, who both sold flowers to mourners visiting an adjoining cemetery, and the plaintiff's case was that the defendant had not only sold home-grown but also purchased flowers in breach of the above agreement. The defendant had offered to return the allotment on repayment of the price, but the plaintiff claimed an injunction and £20 damages. The defence was that (1) there was no consideration for the agreement; (2) the latter was in restraint of trade and invalid. His Honour Judge Dyer, K.C., held that the agreement, being too wide and against the public interest, was unenforceable, and judgment was therefore given for the defendant, with costs. A covenant in restraint of trade (as regards goods similar to the plaintiff's, but bought from other sources) was considered by the Court of Appeal in *Palmolive Company (of England), Ltd.* v. *Freedman* [1928] 1 Ch. 264, and (although unlimited in time and space) was upheld as not being injurious to the public in the case of a proprietary article.

Correspondence.

Mortgages of Reversions. Incidence of Estate Duty.

Sir,—I think the learned author of "A Conveyancer's Diary" is reading too much into s. 14 (1), Finance Act, 1894.

It does *not* "step in and levy upon the mortgagee an imposition which he must pay." It says that a rateable part of the estate duty *may* be recovered by the person who properly pays the duty from a person entitled to a charge on the fund.

In other words, the section *empowers* the trustees of the settled fund, after they have paid the duty becoming due on the life-tenant's death, to recover a rateable part of the duty from any person who ought, under the general law, to properly bear such proportion.

In my opinion it is beyond all doubt that a mortgagee is not liable at law or in equity to bear any part of the duty unless the security proves insufficient to meet the duty as well as the debt and the mortgagor fails to pay the duty to the revenue. If both these circumstances occur, then the revenue can use its charge for duty. As against the mortgagee the charge can only apply to the lower rate in force at the time the mortgage was made in priority to his debt; and the surplus after meeting the debt, costs, and interest is charged to the revenue with the increase in the rate of duty.

But unless there is a deficiency, it is, to my mind, clear that the mortgagee is not concerned with duty at all, either as between himself and the revenue or as between himself and the mortgagor. If it were otherwise he might have to pay at the rate of 50 per cent. (aggregation), and many mortgages would be impossible. Although it is rather a side-issue, I do not agree that the personal representatives of D in the example given by the author of the article are "accountable parties" for the duty payable on D's death.

What is the section making them accountable to the revenue?

I think it is clear that they are not bound to pay, and that they are not even given the option of paying by s. 6 (2) of the 1894 Act; because the fund does not come under their control at all. It is invested in the names of B and C, the trustees of the settlement.

Wembley and London. H. Arnold Woolley.
16th June.

"Discretionary Trusts and Taxation."

Sir,—With reference to the article which appeared under the above title in your Journal (75 Sol. J., at p. 199), where it is stated that if the method therein mentioned is adopted the settlor is only liable to surtax and income tax on "the income actually paid to him," surely the words "or his wife and children" should have been added.

The income of the wife is the husband's income for taxation purposes, and, as the settlement would be a "disposition" within the meaning of s. 20 of the Finance Act, 1922, the income paid to the children would also have to be included in the settlor's income tax return.

If the above section can be evaded perhaps the writer of the article will state how it is usually done.

London, W.C. A. Malcolm.

[The wording of the sentence in question should have been: "The income actually paid to him *or his wife*." The omission of any reference to the wife was an oversight. It is clear that any payments made under the discretion to the settlor's wife will be aggregated with his income for tax purposes. The omission of children was, however, intentional. Payments made under the trust to children will not be treated as income of the settlor. In any ordinary case, where the discretionary trusts follow the lines of the common form precedents, the trusts in favour of children are such as to keep outside the provisions of s. 20 of the Finance Act, 1922, entirely. Section 20 (1) (*c*) appears at first sight to catch income paid under a discretionary trust to children. The sub-section is, however, much restricted in scope by the proviso which follows it, the second half of which provides that the sub-section shall not apply to income which is payable to or applicable for the benefit of a child during the whole period of the life of the person by whom the disposition was made. The settlement of property during the life of the settlor on discretionary trusts falls within this proviso so as to prevent the income paid to the children being deemed for purposes of tax to be the income of the settlor. It is further to be observed that s. 20 (1) (*c*), at its worst, only applies so long as the child to whom the income is paid is an infant and unmarried.—Your Contributor.]

"Summary Justice."

Sir,—I was interested to note the modest contention made in your issue of 27th June by a correspondent, who signs himself "A Clerk to the Justices," that there are clerks who can compare favourably with any stipendiary magistrate, and that the work by their benches is performed as efficiently and as well as in any stipendiary magistrate's court. I do not venture to contradict your correspondent, and I hope he will extend the same courtesy to me if I suggest that his exceptional class proves the rule. At the same time, however, advocates appearing before the good, bad and indifferent courts of petty sessions realise that both clerks and justices usually endeavour to do their best. The following questions were addressed to a motorist, charged with driving his car without

due care and attention, by the prosecuting police inspector in a court in which I appeared early this week :—

Inspector : " You were subsequently interviewed by a police constable and you refused to give him any information, saying that you would reserve your defence ? "

Defendant : " Yes."

Inspector : " Was that the action of an innocent man ? "

(Having *Rex* v. *Baldwin*, C.C.A. 1925, in mind, I advised the defendant, for whom I was appearing, not to answer this, and pointed out that the proceedings were brought under the Road Traffic Act and not by the Inquisition.)

Inspector : " Do you suggest that the witnesses for the prosecution have come here to tell lies ? "

(This is an enormously popular question with some police officials.)

Inspector : " Do you suggest that either of the independent witnesses is in any way biased against you ? "

(This question certainly did not arise out of the cross-examination of the witnesses for the prosecution, as it was not suggested that they had given their evidence with any indication of bias.)

There was no attempt to curtail the inspector's line of cross-examination by clerk or bench, and unfortunately, where it is left to the defending solicitor to perform this duty, there is a tendency for some magistrates to imagine that one is " attacking " the police. Important issues are raised, if we are to bow to a distinguished authority who pronounced that " not only must justice be done, but it must be seen to be done." Accordingly, I should very much welcome the opinions of your readers on the above type of cross-examination.

Hanley, Stoke-on-Trent. G. W. H.
27th June.

Sir,—I have read the diverse views of your contributors and correspondents concerning the shortcomings (and otherwise) of justices of the peace and magistrates' clerks.

Upon this it is pertinent and permissible to point out, that mistakes—sometimes even glaring ones—are not wholly confined to the lower courts, nor is it the great unpaid alone who sometimes get their facts, findings and prejudices inextricably intermixed. Whilst the appointment of stipendiaries might right some errors, it is far too expensive and is utterly outside the region of practical politics for all, save the really big and self-supporting courts.

Besides, the J.P. rota system possesses the merit of the Wesleyan parson plan, namely, all concerned, obtain a fairly frequent chance of change.

I am particularly moved by Mr. Justice Roche's constant harpings on the subjects of magistrates' assumed misuse or use of the Criminal Justice Act, 1915, by dealing with cases summarily. It is natural for every man (including court) to magnify his office, but such powers would not have been given unless Parliament deemed the powers in question a necessary reform, and it is too late in the day for High Court judges to gird at the change or to insist on how much better the work would be done if more work was provided for assizes.

I am moved particularly to protest against Mr. Justice Roche's observations recently to the grant jury at Wells Assizes to the effect that the atmosphere of petty sessional courts was one *triviality*, but that at quarter sessions there was a dignity about the proceedings which he thought was apt to impress the youthful mind. Is it wise to suggest triviality in connexion with any judicial proceedings, and to almost invite disrespect for the police court. Youth is not over-given to respect for authority anywhere, but to encourage youth to belittle the magistrates' court is especially fatuous.

Liverpool. J. A. Howard-Watson.
22nd June.

Sir,—I read in your valuable Journal last March the article thus entitled and have followed with attention the interesting correspondence that ensued.

Magistrates, who were the principal target at which your Contributor aimed, have had less to say on the subject than their clerks, which is perhaps natural in a Journal intended primarily for solicitors.

I only intervene now because it seems to me that solicitors and clerks to justices who have criticised the reform suggested in the article tend to miss the point made by your Contributor.

He does not, it seems to me, assert that every lay magistrate and every clerk is bad ; nor does he say that every barrister is good. The proposition, as I understood it, was this :

Summary justice is too important to be dealt with by amateurs, if you can get experts.

If a barrister has no appropriate experience or training, he is just as unfit to become a professional magistrate as the inexperienced and untrained layman. But there are barristers with suitable qualifications. Similarly, a trained clerk is better than one half trained.

The question of expense is surely beside the point. Justice cannot afford to be cheap and nasty.

The last correspondent whose letter on this subject has appeared in your paper seemed to me to give away the magistrate in trying to justify the clerk. In his view the former is quite definitely a juryman and nothing but a juryman.

27th June. A Barrister.

" Constitutional Law."

Sir,—With reference to the review of the book on " Constitutional Law," by Mr. Phillips and myself in your issue of 20th inst., while I am indebted to the reviewer for pointing out that in the case of the British treaties a large number of treaties do provide for the extradition of nationals, it nevertheless appears true to say that " in the majority of cases there is no provision for the extradition of nationals of the contracting parties " (p. 184). The sentence is based on the passage in " Oppenheim International Law," Vol. I, p. 568 (4th Edition), where it is stated that France, Germany and most other states of the European continent (though admittedly neither Great Britain nor the United States of America) have adopted the principle of never extraditing one of their own subjects. In his second stricture the reviewer quarrels with the statement " all cases have to be investigated before the chief magistrate." It is surely unnecessary to add in an elementary book intended for first year law students, where space for detail is strictly limited, " or other magistrate sitting at Bow Street."

I fear I cannot, as a reviewer myself of some experience, accept the principle that it is justifiable to test a book of this description by turning to an isolated topic whereby to judge the merits of the work as a whole.

St. John's College, E. C. S. Wade.
Cambridge.
22nd June.

[The book was not tested on an isolated topic to judge the merits as a whole. The general merits were paid a full tribute. But the book which will not answer to a test made at random is not so good as it ought to be. The examinee may get a question on any point, and he will lose marks on mis information culled from a book otherwise excellent.

The statement as to the extradition of nationals is definitely wrong. The statement in " Oppenheim " is much more guarded, though " Oppenheim " fails to take account of the convention of 17th October, 1908, between Great Britain and France, which makes the " never " in the quotation no longer true of France ; nor does he allow for the numerous British treaties which offer exceptions as to many other European States. " Oppenheim " moreover is dealing with extradition

as a whole. The book under review deals with the British treaties only. It speaks of "such" treaties, i.e., treaties made in pursuance of the British Extradition Acts. As to these, it is untrue to say the majority have no provision for the extradition of nationals. The majority have such provision.

It seems to your reviewer that a book for students should, if anything, be even more accurate than a text book for practitioners. It cannot be so full, but it can be correct.

It is not merely a summarised statement, but an incorrect one, to say that all cases have to be investigated by the chief magistrate. It is a little unusual for a reviewer to have to explain the use of the English language, but it may be remarked that had the authors written "all cases have to be investigated by a magistrate at Bow Street," they would have added only two words, and had the advantage of being right. They could have left out "before the chief magistrate," and merely said "at Bow Street," saved a word, and still have been correct.

It is unlucky that the reviewer should have got on to a "bad patch" in the book, but he would not have been doing his duty had he failed to invite attention to the faulty method by it made apparent. The fault he suspected is allowed to be there. Borrowing from another text-book without independent verification is admitted.—YOUR REVIEWER.]

Reviews.

Taylor's Principles and Practice of Medical Jurisprudence. Eighth Edition. Edited by SYDNEY SMITH, M.D., Regius Professor of Forensic Medicine, University of Edinburgh, with a complete revision of the legal aspect by W. G. H. COOK, LL.D., of the Middle Temple and Western Circuit, Barrister-at-Law. Two vols. London: J. & A. Churchill. £3 3s.

When Alfred Swaine Taylor, Doctor of Medicine and Fellow of the Royal Society, for forty-six years Professor of Medical Jurisprudence at Guy's Hospital School, came into the world a century and a quarter ago, the two great professions of law and medicine stood in a very different relation to one another from what they have since assumed under the ægis of the Medico-Legal Society. Nobody, least of all the author of the first (and still the outstanding) work of this character, could possibly have foreseen the developments that have since taken place in scientific investigation and in the methods of the presentation of evidence before the courts, especially on the criminal side. But one has only to refer back to the early editions of this work to realise how great and far-seeing a man the original author was. It is a remarkable thing to find in a work now well-nigh a century old that the two large expensive volumes into which the original modest little book first written has developed contain, reproduced in many instances *verbatim*, the very language of the original. This is not to say that any part of the book is out of date: it merely confirms the solid substantial value of Taylor's own work. In his day there were no Dangerous Drugs Acts; no Workmen's Compensation Acts: Infanticide went on with little or none of the legal checks now provided by the registration of midwives and the stricter system of births and deaths registration we now know; the criminal law had not been amended as it has been of recent years to protect children and young persons from vice; science had not professed in the discovery of hypnotics, anæsthetics, and other humane galenicals which, strangely enough, have brought with them greatly increased opportunities for secret poisoning. The coming of petrol with all its attendant consequences on earth and sea and in the air; the progress of discovery in explosives and synthetic chemicals of every sort; the evolution of the "sky-scraper," of the underground railway, of electric traction and of many another constructive and mechanical device—all these have added enormously to hospital work (and, of course, to legal work in every direction). The researches of the bacteriologist are now at the disposal of the lawyer for the solution of a hundred problems that in Taylor's day were practically insoluble.

All these developments of medical lore in its bearing upon the conduct of individuals and their responsibility before the law have had to be provided for in this latest edition of "Taylor"—and very well has the work been done by both the authors, each in his own sphere of learning. One innovation which is of immense practical value is the appearance of a few selected photographic and radiographic illustrations which help to make clear points that might otherwise be more or less obscure to the non-medical enquirer. The case-law cited has been well chosen and no important decision of the courts which is of medico-legal importance seems to have been overlooked. Particularly is this noticeable in the citations bearing upon the civil and criminal responsibility of the insane and upon the several departments of law which have evolved from the modern ideas of sex equality. Altogether the two volumes before us may fairly be said to be encyclopædic within the scope of their object and as such quite indispensable to legal and medical practitioner alike.

The Journal of Comparative Legislation and International Law. Third Series. Vol. XIII. Parts 1 and 2. London: The Society of Comparative Legislation. 6s. each.

The first of these two parts contains an exceedingly interesting article on "The Nature of a Crime" by Professor Carleton Kemp Allen. We are not going to attempt to summarise it, for it is closely reasoned and linked throughout and does not lend itself to a description in a few lines. We prefer rather to comment upon one or two points, rather by way of supplement than criticism.

Professor Allen has been unable to discover any reported conviction for offences under the Conspiracy and Protection of Property Act, 1875. The criminal statistics show there were none in the years 1925 to 1929, inclusive, though some were committed during the general strike of 1926. But in the years from 1900 to 1924 there were between 300 and 400 convictions for such offences, and some of these must have been reported in the daily press.

It is said later that any person may prosecute an indictable offence. The rule is wider than that—any person may prosecute any offence. There are exceptions both for some indictable and some summary offences. The latter Professor Allen speaks of as "contravention" (he himself uses the inverted commas). This implies that such offences are not crimes as fully as indictable misdemeanours. Many of them are crimes in the full sense of the word; many indeed are not only punishable on summary conviction, but are also indictable misdemeanours.

Professor Berriedale Keith contributes a discussion of the Imperial Conference, 1930, some notes on "Imperial Constitutional Law" and some reviews of books on the constitution of the Empire. When allowance has been made for his bias towards rigid legal interpretation of the constitution, there is excellent matter for thought in his contributions. His sharp criticism of the proceedings as to an inter-imperial tribunal is just and to the point.

There is other excellent stuff in the part under review; space will not admit of its discussion.

Part 2 of the same volume is a review of legislation throughout the British Empire. It ought to be in the hands of every Member of Parliament. The varied experiments made to meet problems under varying conditions offer a magnificent field of study for the legislator.

Books Received.

The Conveyancer. A monthly Review devoted to matters connected with Conveyancing, and Commercial and Mercantile Documents. No. 187. June, 1931. London: Sweet & Maxwell, Ltd. 3s. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

(1) Deed of Arrangement—Setting Aside a Prior Charge. (2) Revocable Mandate or Incomplete Assignment—Effect.

Q. 2236. (1) A and B, builders, recently executed a charge by way of assignment of a sum to become due under a building contract, and by the assignment they assign unto a certain creditor all money "now due and owing and all sums of money to become due and owing in respect of the aforesaid contract" to the creditor, and in a recital it is stated that the sum of £150 is overdue and a further sum of £125 or thereabouts will be due to the creditor in respect of goods to be supplied. A and B have now executed a deed of assignment for the benefit of creditors. Is there any means by which the trustee under the deed could apply to have this assignment set aside, and does the fact that the assignment refers not only to money due but money to become due affect its validity ?

(2) A document was also signed by A only in these words: "we hereby authorise you to *hand cheques after endorsement* by us to Messrs. C up to the value of £—— from retention moneys due to us. This was handed to the creditor, who informed C that he would comply with the direction. Does this document amount to an assignment or charge in equity binding upon the trustee, and does the fact that it was signed by one partner only affect this point ? It should be borne in mind that by the assignment to the trustee A and B are incapable of dealing with the proceeds of the contract, but are they incapable in law of endorsing the cheques ?

A. (1) We are unable to suggest any means whereby the trustee can have this assignment set aside, and are indeed of the opinion that he cannot have it set aside. We see no reason to suppose that the fact that the assignment refers to money to become due in any way affects its validity. The goods were presumably ordered before or agreed to be ordered before the assignment was executed, and thus an existing liability was secured.

(2) We do not think that the document amounted to more than a revocable mandate or at best an incomplete assignment, and has no binding effect on the trustee except in so far as cheques actually endorsed and in the hands of the creditor or C are concerned. We see no reason to suppose that A and B are incapable of making a valid endorsement of the cheques. The position in regard to the mandate or incomplete assignment is not affected by the fact that it was signed by only one partner.

Partnership Property Vested in a Trustee—Vesting same in the Partners.

Q. 2237. In 1913 freehold property was conveyed to A "in fee simple in trust for four partners as tenants in common as part of their partnership property," A being one of the four partners. A is given an absolute power of sale in the conveyance without consulting any of the other partners. One of the partners has died and one has retired—two other partners having been admitted to the firm. A now desires to convey the property to the present partners as joint tenants. No consideration will pass.

(1) Does A hold on the statutory trusts under Pt. IV of the First Schedule of Law of Property Act, 1925 ?
If not
(2) How must the property be conveyed ?
(3) Can a nominal consideration be inserted in the conveyance ?

A. (1) We agree that the property is vested in A upon the statutory trusts (L.P.A., 1925, Sched. I, Pt. IV, para. 1 (1)).
(2) *Cadit quæstio.*
(3) We do not think that a nominal consideration can very well be used, because it is not certain that A acting alone can give a valid receipt for even a nominal consideration (L.P.A., 1925, s. 27 (2), as amended by L.P. (Amend.) A., 1926).

We suggest that the conveyance be made upon a recital that the partners are now entitled in equity. In this connexion see "Davidson's Concise Precedents in Conveyancing," 21st ed., p. 396, where *Re Harman and Uxbridge, etc., Ry. Co.* (1883), 24 Ch.D. 720 and *Carritt* v. *Real, etc., Advance Co.* (1889), 42 Ch. D. 263, are mentioned in connexion with the proposition that such a recital is of ordinary occurrence in documents not connected with mortgages, as well as in transfers of mortgages.

Settled Land—Option to Purchase.

Q. 2238. We are preparing a will in which it is desired to settle business premises with residence over upon the daughter of the testatrix for life or until marriage, and upon her death or marriage the premises are to be held by the trustees of the will upon trust for sale. The intention of the testatrix is to provide a home and income for her daughter, but she wishes also to ensure that her son, who will carry on business under a lease on the lower part of the premises, shall have the opportunity of purchasing the whole of the premises in case of sale. We intend to give him in the will an option to purchase (at a price to be agreed or failing agreement at a price fixed by two independent valuers with an umpire) if the premises should at any time be sold by the tenant for life or ultimately by the trustees for sale, such option to be exercised by the son within six months of receiving notice by the tenant for life or the trustees of their intention to sell. Having regard, however, to s. 106, S.L.A., 1925, we are wondering if this option to purchase could be regarded as a restriction upon the powers of the tenant for life and so void. Would it be better to devise the premises to the trustees upon trust for sale (with power to postpone) but such sale to be only with the consent in her absolute discretion of the daughter until her death or marriage with a direction to pay the income to her during her life or until marriage and with the addition of the option to the son as before. The first course seems to us to be the better one if it could be adopted. It is proposed to have three trustees—the son, the daughter, and a third person.

A. The opinion is given that the option to purchase in a real settlement would clearly be overridden by an exercise of the statutory power of sale. The option would be a limitation of the tenant for life's power within s. 106 (1) (*b*) of S.L.A., 1925. See the judgment of Astbury, J., in *Re Flint, F.* v. *F.*, [1927] 1 Ch. 570. The property should be devised to the trustees for sale with the provision, if desired, that it should not be sold so long as the daughter remains unmarried without her written consent, and the further provision that if the trustees at any time desire to sell (with the daughter's consent if necessary) they should give the son notice of their desire and he should have so many days (weeks or months) in which to accept, and a still further provision that a purchaser from the trustees should not be bound to inquire if such notice had been given or affected by the non-giving of it.

Notes of Cases.

Court of Appeal.

In re McKee ; Public Trustee *v.* McKee.

Lord Hanworth, M.R., Lawrence and Romer, L.JJ. 11th May.

WILL—ADMINISTRATION OF ESTATES ACT, 1925—SECTIONS 46 AND 49 (*b*)—PARTIAL INTESTACY—WIDOW'S RIGHT—TRUSTS FOR SALE AND CONVERSION.

Mr. Francis McKee died on the 6th August, 1928. By his will he appointed the Public Trustee his executor. After certain legacies, he bequeathed all his real and personal property not otherwise disposed of, upon trust for sale and conversion, the trustees to "stand possessed of the residue of the said monies and the investments for the time being representing the same upon trust to pay the income thereof to my wife during her life, and after her death to be divided equally between my surviving brothers and sisters." Of his brothers and sisters, only Miss Emily McKee, who died on the 8th January, 1930, survived him. His wife was still living. The residuary estate amounted to about £38,000. Maugham, J., held (*inter alia*) that "my surviving brothers and sisters" referred to those who survived the testator's wife. As none so survived, the residue subject to her life interest remained undisposed of by the will.

Lord HANWORTH, M.R., affirming the judgment of Maugham, J., said that s. 49 of the Administration of Estates Act, 1925, operated to make a will for the intestate when he himself had failed to do so. Sub-clause (*b*) of that section ran: "The personal representative shall subject to his rights and powers for the purpose of administration be a trustee for all the persons entitled under this part of the Act in respect of the part of the estate not expressly disposed of." Section 46 entitled the widow to personal chattels absolutely and charged the residue with the payment to her of £1,000 and interest from the death. The trust imposed by s. 49 (*b*) was, however, "subject to the provisions contained in the will." In the present case the will created a trust for sale and conversion, after which further purposes were to be carried out. This excluded a trust under the Act. Two separate trusts for sale could not be imposed on the personal representative. Section 33 did not affect this conclusion. Therefore, the widow was not entitled to receive £1,000 with interest thereon under the provisions of the Act, but he agreed with Maugham, J., that at her death the residue then existing would be charged with payment to her personal representative of £1,000 with interest from the testator's death.

LAWRENCE and ROMER, L.JJ., agreed.

COUNSEL: *Cleveland Stevens*, K.C., and *A. C. Edgar ; Sir Thomas Hughes*, K.C., and *E. G. Rand ; J. Neville Gray.*

SOLICITORS: *Powell, Rogers & Merrick.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Stephen *v.* Stephen.

Lord Hanworth, M.R., Lawrence and Romer, L.JJ. 10th June.

DIVORCE—PRACTICE—ORDER FOR PERMANENT MAINTENANCE NOT NECESSARY—POSSIBLE INCREASE OF HUSBAND'S MEANS—"LIBERTY TO APPLY" NOT APPLICABLE TO ORDER—ORDER FOR NOMINAL PAYMENT WITH A VIEW TO POSSIBLE INCREASE—SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925 (15 & 16 Geo. 5, c. 49), s. 190.

Appeal from a decision of the President, 74 SOL. J. 736 ; [1930] P. 269.

The petitioner, Mrs. Marguerite Stephen, obtained a divorce from her husband, and took out the usual summons for permanent maintenance. Under a settlement made on the occasion of the marriage by the husband's father each spouse took an income of £500 a year for life, with a right of survivorship to either. The husband was employed by a company at a salary which came to about £350 a year in English money. The wife had also a small income of her own. The Registrar ordered the husband to pay £120 a year for the support of the two children of the marriage, but awarded nothing to the wife. He, however, gave her "liberty to apply." On appeal, the President said that the object of the Divorce Acts was that on the termination of the marriage the financial relations of the parties should be finally determined. The matter should not be kept open and "liberty to apply" should be struck out of the order. The wife appealed. The court allowed the appeal, varying the order made.

Lord HANWORTH, M.R., said the court agreed that the words "liberty to apply" must go, but the question was whether this was a case where an order should be made under s. 190 (2) of the Supreme Court of Judicature (Consolidation) Act, 1925, to safeguard against the case of a change in the circumstances of the parties ; in case there might be an increase in the respondent's means, in which event he might again be brought before the Court ; or in case the respondent's means might be diminished. By s. 190 (1) the court might order any sum to be secured to a wife, and by sub-s. (2) it might, alternatively, or in addition, order the husband to make to the wife a weekly or monthly payment. By the proviso to that latter sub-section, the court might discharge, modify or suspend the payments where the husband had become unable to meet them, or, on the other hand, in the event of the husband's means increasing, the court might increase the payments to be made under the order. That valuable provision of s. 190 (2) ought to be preserved. Adding to an order the words "liberty to apply" was not the right way. The right way was for the court to make an order for the payment of some monthly or weekly sum, however small. The proper order in the present case was that the husband should pay 2s. 6d. a month, equivalent to £1 10s. a year. That would keep alive the power of the court under the proviso. The words "liberty to apply" were inapt. The appeal would be allowed and an order made for the husband to pay 2s. 6d. a month.

LAWRENCE, L.J., delivered judgment to the same effect, and ROMER, L.J., agreed.

COUNSEL: *Cotes Preedy*, K.C., and *H. D. Grazebrook* for appellant ; *Noel Middleton* for respondent.

SOLICITORS: *Edgar Hammond & Co. ; Valpy, Peckham and Chaplin.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister at-Law.]

High Court—King's Bench Division.

Davies and Another *v.* Beynon-Harris.

Roche, J. 11th May.

LANDLORD AND TENANT—FLAT—LEASED TO MINOR—CLAIM FOR RENT—ACCRUED SINCE ATTAINMENT OF MAJORITY.

In this action Charles Kenneth Davies and his wife claimed from Vivian Beynon-Harris £93 15s., being the rent for three quarterly periods ended the 25th December, 1930, of a flat, No. 10, King's-mansions, Chelsea, under a lease dated the 1st November, 1927. The defendant pleaded that he was an infant at the date of executing the lease, being at the time within a fortnight of attaining his majority. He stated that for reasons of health he had been obliged to give up his work as an actor, and had handed the agents the keys back, but they refused to accept them. The rent claimed had all accrued due since the defendant had attained his majority, and he had paid rent on several occasions since that date.

ROCHE, J., said that a lease granted to an infant was voidable, not void, and was binding on him unless repudiated within a reasonable time of attaining his majority : *Carter* v. *Silber*, 36 SOL. J. 362 ; [1892] 2 Ch. 278. The effect of the legislation of 1925 was that the purported conveyance of a legal estate to an infant did not in fact pass any legal estate to him, but operated as a covenant by the grantor to execute

a settlement when called on. The result of that was that the defendant got an equitable interest in the flat in question, and the plaintiffs were his trustees. As he (his lordship), understood the principles of equity, they would not allow a person who had the benefit of that statutory trust to affirm it at majority and afterwards to say that he was not liable on its obligations. The defendant was bound to pay rent or the equivalent of rent for the time during which he was beneficially interested in the premises. Judgment for the plaintiffs.

COUNSEL: *F. R. Blanco White*, for the plaintiffs; *Theobald Mathew*, for the defendant.

SOLICITORS: *Lane & Cottier; Whitelock & Storr.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

Sir Nicholas Tindal, C.J., who died on the 6th July, 1846, found his path to professional success smoother than have many other great lawyers. Both as a special pleader and as an advocate, he speedily achieved recognition. At the Bar, he discarded the noisy rhetoric popular at the time, preferring rather to rely on logic and reason. Several of his jests, made at the expense of the roaring leaders of his day, are still remembered. Having served both as Solicitor-General and Attorney-General, he finally presided in the Common Pleas for seventeen years, his manner being marked by good temper, urbanity and dignity, seasoned with an excellent wit, aptly displayed in due season. He was the professional father of two other great lawyers, Lord Brougham and Lord Wensleydale, who were his pupils.

FORENSIC FAINTING FITS.

Du Parcq, K.C., was not the first eminent advocate to faint in the full flow of his address to the court. One of the most dramatic of such incidents was the collapse of Sir Vicary Gibbs in opening his speech for the defence of Thomas Hardy, tried for high treason in 1794. Hardly had he pronounced the words, "May it please your lordship, gentlemen of the jury," when he swooned away. The cause of the collapse he explained on rising to resume his address. "It is not," he said, "a wish to spare my own strength which has overpowered me, but it is because I have felt the cause to be too great for me." Nevertheless, he largely contributed to securing an acquittal. One may perhaps regard as apocryphal the famous story of the fainting fit of the future Mr. Baron Parke while he was appearing before the House of Lords. All restoratives failed until someone held an ancient and very musty volume beneath his nose, the well-loved odour instantly reviving "the black-letter lawyer."

A JUDGE AT PLAY.

Never was there a merrier trial than the last of the "Indictments" at the London School of Economics, when Sir Ernest Wilde, K.C., tried Mr. G. K. Chesterton on a charge of "Perversely preferring the past to the present." With a liberality impossible in his usual court, the learned judge required the witnesses to undertake that their evidence would be "a reasonable approximation to the truth" and charged the jury to try the case "in accordance with their prejudices and preconceptions." When the charming prosecutrix, Miss Winifred Holtby, proposed to quote passages from a number of the prisoner's books, she was aghast at his lordship's warning that the accused would then be entitled to have them read to the court *in extenso*. Despite a most convincing defence, G.K.C. was convicted on a very doubtful show of hands, and Sir Ernest, with his characteristically accurate sense of appropriate punishment, sentenced him (*inter alia*) to read all the speeches of Sir Oswald Mosley and Lord Brentford.

The Law Society.

HONOURS EXAMINATIONS.

INTERMEDIATE EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 10th and 11th June, 1931. A Candidate is not obliged to take both parts of the Examination at the same time.

FIRST CLASS.

James Albert Norman Bailey, Kenneth Handley Chorlton, Kenneth Alfred William Clarke, Norman Howarth Hignett, Claude Shaw Mayes, Arthur William Partner, Arthur Norman Patterson, Edmund Whiting Roythorne.

PASSED.

Max Abraham Adler, Ronald Frank Barnard, Reginald John Barnes, Geoffrey England Barren, John Michael Orpen Barstow, B.A. Oxon, James Frederick Bradley, Eric John Cope Brown, Reginald William Burrell, Basil Geoffrey James Cash, Gilbert Chatterton, Francis Bellett Cockburn, Francis George Cooke, Richard Digby Sell Cotman, Philip Henry Cresswell, Tom Simpson Duckworth, John Arthur Dunkerley, Jack Rowland Ennion, Thomas Greatbatch, Ernest Swinfen Green, John Baur Greenwood, Reginald Elihu Haden, Kenneth Anderson Harker, George Alfred Hinton, Harold Redmore Hodge, Lester Giles Hughes, Evan Stanley Jones, B.Sc. Wales, James Owen Jones, Robin Ellis Waley Joseph, B.A. Oxon, Ralph Malcolm Macdonald King, Eardley Harold Victor McDougall, Joseph Mayorcas, Frank Megson, William Frederick Merry, Dorothy Jennings Miller, John Campbell Mulcahy, Arthur Dowdeswell Parry, Kenneth Sugden Pearson, Donald Woollaston Rigbey, Anthony Ashworth Scott, Henry Joshua Silverston, Frederick Harry Sketchley, Donald Ogilvie Smith, William Watts Sturgess, Frederick Percival Lake Sydenham, George Rammell Taylor, Robert Willis Thompson, Reginald George Thurnhill, Ralph Meredith Turton, Hubert Glyn Williams, Alan Maurice Witter, Frederic Arthur James Polhill Wright.

The following candidates have passed the legal portion only: –

Harry Baldwin, Leslie Gaunt Bax, Laurence Edward Berry, Henry Taylor, Blakeston, Spencer Allen Block, B.A. Cantab., Charles Francis Bridger, Sidney Leonard Brunt, James Noel Childs, Ronald Jack Clemens, Henry Angus Clidero, Herbert Richard Sutton Clifford, Arthur Patrick Cocks, John Mansel Davies, Ernest Reginald Dennis, Robert John Derbyshire, William Griffith Dunbabin, Kenneth Stanley Dacre Ennion, Alec Henry Evans, Elwyn Evans, Maurice Richmond Fox, James William Francis, Gilbert Henry Furner, George Hubert Gill, Gaston Denis Gilmore, Felix Beresford Goodman, Geoffrey Clement Gould-Porter, John Henry Green, William Harry Harris, Robert Chester Haworth, Peter William Haydon, B.A. Cantab., William Anthony Hazel, Philip Gerard Herrin, Charles Norman Hodder, William Frank Hollands, John Thorneloe Horniblow, Stuart Arthur Jennings Howieson, B.A. Oxon, Edmund Trevor Merton Jones, B.A. Cantab., Joan Meredyth Chichele Jullien, Richard Henry Kennedy, Edgar Maurice Kingston, Richard Martin Alford Kingswell, Edward Knowles, George James Lay, James Lightbown, Donovan Doyle Longmore, Donald Alexander Ross Macdonald, B.A. Cantab., Alexander McKenzie, Robert Craig Mayhew, Gerald Michael, William Sager Middlehurst, James Moore, William Ritson Morry, John Austin Naylor, Ralph Neild, B.A. Oxon, Douglas Theodore Peel Normington, George Dyer Nott, Peter Lancelot Gibson Openshaw, Francis Gilbert Outred, Leslie Frederick Angier Parsons, Stanley James Postlethwaite, B.A. Cantab., Cyril John Reynolds, Patrick Frank Sharpin, Francis George Hazell Smith, James Storey, Robert Henry Dugdale Sykes, Aldersey Maynard Taylor, Cyril Francis Thatcher, Arnold Blake Thomas, Guy Wilberforce Thompson, Brian Morley Crosbie Trench, B.A. Oxon, John Bigland Tulk-Hart, David Ison Wade, Daniel Robert Walsh, David Louden Watts, John Lawson Ward, B.A. London, Arnold Lingen Watson, James Kenneth Lukyn Watts, John William Watts, John White, Richard Allen Wilding, Henry James Caddye Weaver, Francis John Williams, Joseph Myles Wilson, Sidney John Wood, Jack George Woodman.

No. of Candidates, 218; Passed, 144.

The following candidates have passed the Trust Accounts and Book-keeping portion only:—

Eric Minter Allen, Thomas Campbell Atkinson, Matthew Bates, B.A. Oxon, William Bennett, Arthur Bennison, John Charles Holland Beswick, B.A. Cantab., Arthur Christopher Halsey Bircham, B.A. Oxon, Henry Johnson Blades, LL.B. Manchester, Denis Bromilow, Geoffrey Robert Martin Brown, Frederick William Bunting, Oswald Cargill, George Pountney Peregrine Chesshire, Edward Billinghurst Chester, Henry Clayton, George Clough, Cæsar Gordon Saville Cohen, Herbert

Copland, Arthur Henry Counsell, David Steuart Lionel Courtenay-Dunn, Laurance Henry Crossley, Sydney Herbert Daviss, David Seymour Downs, John Kenneth Edmondson, Harold Smith Fitz-Patrick, LL.B. Manchester, Harry McKenzie Fraser, George Vincent Freeman, Samuel Edward Furey, Kenrick Jasper Gardiner, David Goodrick-Clarke, Horace Norman Green, B.A. Cantab., Eric Creighton Halton, Alec Cullen Thompson Hancock, B.A. Cantab., Wilfrid Gerald Hancock, B.A. Oxon, Douglas Hazard Harris, Eric Heaversedge, William Walter Michael Holding, B.A. Oxon, Derrick Arnold Holliger, Roger Donald Houghton, B.A. Oxon, Leslie Harold Jee, George Herbert Borthwick Jones-Lloyd, Theodore Patrick Kenneth Kemble, Thomas Kenyon, Gerald le Blount Kidd, Robert Jasper Stuart King, David Hilton Lewis, Graham Reed Martyn, B.A. Oxon, Claude Geoffrey Metson, Edward Dobson Moody, Kenneth Burton Moore, Denis Neill, Charles Alcroft Nelson, Brenda Mary Nevill, James Ogden, Victor Geoffrey Parker, Thomas Somerville Pascall, Robert Gillbee Plowman, Lewis Alfred Pritchard, William Herbert Richardson Radford, Annie Florence Raeburn, David Rapoport, Kenneth Weber Relton, Anthony Ricketts, William Tyler Ricketts, Arthur Riddell, George Stephen Hardwick Rittner, William Richards Rogers, Richard Samuel Rowlands, B.A. Cantab., Stephen Russell, Ralph Walter Rye, B.A. Cantab., Christopher Alfred Ryves, Harry Sabberton, B.A. Cantab., Gerald Samuels, Stephen Ernest Saville, LL.B. Manchester, John Allan Sewart, B.A. Cantab., George William Shersby, Arthur John Slee, Geoffrey Leslie Smith, Philip Thomas Francis Smith, William James Lockhart Smith, Dudley Sorrell, Henry Nevill Spencer, Joshua Lander Steed, Harry Stansfield Thistleton, LL.B. Manchester, Daniel Alun Roberts Thomas, Edmund Uttley, Richard Aubrey Wade, John Langton Waite, Robert Walsh, Norman Ward, Edmund Gerald Waters, John Edward Westwood, LL.B. London, Joan Whadcoat, Kenneth Alexander Wilson, Rowland Guy de Lancy Wormell, Alfred Worthington.

No. of Candidates, 238 ; Passed 155.

Parliamentary News.

Progress of Bills.

House of Lords.

*Agricultural Land (Utilisation).
Read Third Time. [21st May.
Agricultural Produce (Grading and Marketing) Amendment.
Read Second Time. [24th June.
*Ancient Monuments [H.L.].
Royal Assent. [12th June.
Architects (Registration).
Read Third Time. [21st May.
Destructive Foreign Animals [H.L.].
Read Second Time. [1st July.
Housing (Rural Workers) Amendment.
Read Third Time. [18th June.
Local Authorities (Publicity).
Royal Assent. [12th June.
Local Government Clerks [H.L.].
Read Third Time. [18th June.
London Squares Preservation.
Read Third Time. [7th May.
Marriage (Prohibited Degrees of Relationship).
Read First Time. [6th May.
Merchant Shipping (Safety and Load Line Convention).
Report. [25th June.
Mining Industry (Welfare Fund).
Read Third Time. [23rd June.
*Pharmacy and Poisons [H.L.].
Read Third Time. [30th April.
Prevention of Imports of Convict or Forced Labour.
Read Second Time. [24th June.
Probation of Offenders (Scotland).
Read Second Time. [1st July.
Public Offices (Sites) Amendment.
Commons Resolutions agreed to. [30th April.
Representation of the People (No. 2).
Read Second Time. [16th June.
Road Traffic (Amendment) [H.L.].
Read Second Time. [1st July.
Salvation Army.
Read Second Time. [17th June.
Sentence of Death (Expectant Mothers).
Third Reading. [30th June.
Small Landholders and Agricultural Holdings (Scotland).
Report. [30th June.
Unemployment Insurance (No. 4).
Read First Time. [1st July.
*Widows, Orphans and Old Age Contributory Pensions.
Royal Assent. [12th June.
Wills and Intestacies.
Reported without Amendment. [17th June.
Workmen's Compensation.
Royal Assent. [12th June.

House of Commons.

Access to Mountains.
Read First Time. [12th May.
Adoption of Children (Scotland).
Read Second Time. [8th June.
*Agricultural Land (Utilisation).
Reported with Amendments. [7th May.
*Agricultural Marketing.
Committee. [19th May.
*Ancient Monuments [H.L.].
Read Third Time. [30th April.
Architects (Registration).
Read Third Time. [17th April.
Criminal Justice (Amendment).
Read First Time. [28th April.
Employment Returns.
Read Second Time. [17th April.
Fancy Jewellery (Standard Trade Descriptions).
Read First Time. [19th May.
*Finance.
As amended, further considered. [1st July.
Fire Brigade Pensions.
Read First Time. [19th May.
Hospital Lotteries.
Rejected on First Reading. [19th May.
*Housing (Rural Workers) Amendment.
Read Third Time. [21st May.
Leasehold Enfranchisement.
Motion for Second Reading. [1st May.
Local Authorities (Publicity).
Read Third Time. [12th May.
Local Government Clerks [H.L.].
Read First Time. [1st July.
London Passenger Transport.
Joint Committee. [10th June.
Marriage (Prohibited Degrees of Relationship).
Read Third Time. [1st May.
Mining Industry (Welfare Fund).
Read Third Time. [12th May.
National Industrial Council.
Second Reading deferred. [30th April.
Palestine and East African Loans.
As Amended, Considered. [15th May.
Petroleum.
Read First Time. [22nd April.
Probation of Offenders (Scotland).
Read Third Time. [5th June.
Proprietary Medicines.
Read First Time. [11th May.
Public Offices Sites (Amendment).
Withdrawn. [29th June.
Registration and Regulation of Osteopathy.
Withdrawn. [12th May.
Religious Persecutions (Abolition).
Read First Time. [19th May.
*Representation of the People (No. 2).
Read Third Time. [2nd June.
Rights of Railway Passengers.
Read Second Time. [1st July.
Rural Amenities.
Withdrawn. [14th April.
Shops (Sunday Trading Restriction).
Read First Time. [29th March.
Summary Jurisdiction (Appeals).
Read Second Time. [24th April.
*Sunday Performances (Regulation).
Read Second Time. [20th April.
Third Parties (Rights against Insurers).
Read First Time. [6th May.
*Town and Country Planning.
In Committee. [21st May.
Unemployment Insurance (No. 4).
Read Third Time. [1st July.
Vaccination.
Read First Time. [29th March.
*Widows, Orphans and Old Age Contributory Pensions.
Read Third Time. [30th April.
Wireless Telegraphy (Bedridden Persons).
Read Second Time. [5th June.

Workmen's Compensation.	
Read Third Time.	[24th April.
Works Council.	
Second Reading deferred.	[30th April.
Sentence of Death (Expectant Mothers).	
Read Third Time.	[2nd June.
Sharing Out Clubs (Regulation).	
Read Second Time.	[24th April.

* Government Bill.

Legal Notes and News.

Honours and Appointments.

NEW COMMISSIONER OF ASSIZE.

The King has approved the appointment of The Hon. GEOFFREY LAWRENCE, D.S.O., K.C., to be a Commissioner of Assize to go the Oxford Circuit (Stafford) in the place of Mr. Justice Swift, who will remain in London to finish the Jury List at the Central Criminal Court.

Mr. Lawrence, who is the younger son of Lord Trevethin, is Recorder of Oxford. He was called to the Bar at the Inner Temple in January, 1906, and took silk in 1925.

NEW RECORDER OF BIRMINGHAM.

The King has approved the appointment of Mr. JOHN GIBBARD HURST, K.C., as Recorder of Birmingham, in succession to the late Sir Henry Maddocks, K.C. Mr. Hurst was called to the Bar by the Middle Temple in 1903, has been Recorder of Warwick since 1916, and took silk in 1919.

The Lord Chancellor has appointed Mr. HUGH CHARLES SOWERBY DUMAS to be a Judge of County Courts.

His Honour Judge Dumas will be the Judge of a new circuit consisting of the County Courts of Bromley, Dartford, East Grinstead, Gravesend, Sevenoaks, Tonbridge, Tunbridge Wells and Waltham Abbey, and will sit as additional Judge at Clerkenwell, Marylebone and Shoreditch County Courts.

The new circuit is created in pursuance of a scheme for dealing with the growing work of the county courts in and near London.

The scheme includes the transfer of the following courts to Circuit No. 48 (Lambeth):—

Redhill and Dorking from Circuit No. 42;
Epsom and Guildford from Circuit No. 45;
Horsham from Circuit No. 46.

Mr. H. L. SIMMONS, LL.B., solicitor (at present with Messrs. Boote, Dutton & Whittaker, solicitors), succeeds Mr. J. Binns (recently appointed Assistant Town Clerk of Bootle) as Assistant Solicitor in the Department of Mr. L. A. Venables, Town Clerk and Solicitor to the Colne Town Council.

Mr. DARRELL MUSKER, LL.B., at present Assistant Solicitor in the Department of the Town Clerk of Leyton (Mr. John Atkinson) has been appointed Deputy Town Clerk of Camberwell.

Mr. WILLIAM T. CUMPSTY, Assistant Solicitor in the Department of the Town Clerk of Swindon (Mr. Henry Wood) has been appointed to a similar position in the office of the Town Clerk of the City of Bath (Mr. J. Basil Ogden, M.A., LL.B.) in succession to Mr. Stephen King.

Mr. FRANCIS J. R. MOUNTAIN, solicitor, Clerk to the Urban District Council of Woking, has been appointed Town Clerk of Gillingham (Kent).

Mr. THOMAS M. ASHTON, solicitor, Bury St. Edmunds, has been appointed Clerk of the Peace for that borough in succession to his father, Mr. H. Bankes Ashton.

Mr. PHILIP ST. JOHN CARRINGTON, solicitor, Barnsley, has been appointed Clerk to the Justices of the Barnsley Division in succession to his father, Mr. John Carrington, resigned.

Mr. CLIFFORD HEYWORTH, Assistant Solicitor in the Department of Mr. A. W. Forsdike, Town Clerk of Kingston-on-Thames, has been appointed Deputy Town Clerk of Bromley (Kent). Mr. A. B. ROGERS, solicitor, has been appointed to the position vacated by Mr. Heyworth.

Mr. J. H. HODKIN, solicitor, Chesterfield (a member of the firm of Jones & Middleton), has been appointed Clerk to the Commissioners of Income Tax and Land Tax for the Scarsdale Division of Derby in succession to the late Mr. J. H. Rooth.

Mr. R. C. MAXWELL, O.B.E., B.A., LL.D. (Lond.), Barrister-at-Law (formerly of the Ministry of Health), has been elected President of the Town Planning Institute for the ensuing year.

Mr. ERIC BELLINGHAM, LL.B., solicitor, Rotherham, has been appointed Deputy Town Clerk of the City and County Borough of Wakefield.

Mr. M. E. SCOTT has been appointed Clerk and Rating Officer to the Reeth and Leyburn Rural District Councils.

American Assets in Deceased Estates

Solicitors, Executors and Trustees may obtain necessary forms and full information regarding requirements on applying to:

Guaranty Executor and Trustee Company Limited

Subsidiary of the Guaranty Trust Company of New York

32 Lombard Street E.C.3

Professional Announcements.

(2s. per line.)

DISSOLUTION OF PARTNERSHIP.

The partnership subsisting between GEORGE MARTIN and M. BARRY O'BRIEN, solicitors, has been dissolved by mutual consent. Mr. George Martin will carry on his practice under the name of George Martin & Co. at the present offices at 32, Victoria-street, his telephone number being Victoria 7776. Mr. Barry O'Brien will carry on his practice under the name of Barry O'Brien & Co. at other offices on the same floor at 32, Victoria-street, his telephone number being Victoria 2218.

Sir GEORGE FOWLER retired from his firm on the 30th June, 1931, after fifty-two years' active practice. The firm, as now constituted, consists of Mr. ARTHUR STUART LEGG, Mr. JOHN SEABORNE HOOK and Mr. FRANCIS CHARLES GREANEY, who will continue the practice under the style of Fowler, Legg & Co.

"PUNCH" ON THE LAND TAX.

William the Conqueror: "I see you're bringing out a new edition of my Domesday Book."

Mr. Snowden: "Yes, and it's not such a soft job as yours; you weren't troubled with by-elections."

JUDGE'S RETURN AFTER ILLNESS.

After an absence from the High Court for over four months owing to serious illness, Mr. Justice Clauson took his seat in the Chancery Court on Saturday to hear *ex parte* applications. On Monday he sat in Court III for the hearing of judgment summonses in bankruptcy.

IS SUNDAY DOG RACING ILLEGAL?

Frederick William Asplin, of Newborough, Herbert Grant Asplin, of Eye, both smallholders, Herbert Asplin, labourer, of Eye, Daniel Gill, bootmaker, of Peterborough, and Frederick Brown, a smallholder, of Deeping St. James, Lincolnshire, were, says *The Daily Telegraph*, summoned at Wellingborough, recently, for organising dog racing on Sundays at Orlingbury, Northants, and causing an obstruction on the highway.

The case was sent to quarter sessions for trial as a test case.

INCORPORATED SOCIETY OF AUCTIONEERS AND LANDED PROPERTY AGENTS.

The annual conference of the above society will be held at Bournemouth on Thursday, Friday, Saturday and Monday, the 16th, 17th, 18th and 20th July. The members will be received on Thursday in the Pavilion by the Mayor and Mayoress (Alderman P. M. Bright, J.P., and Mrs. Bright) at 8 p.m. Dancing in the Ballroom from 8.30 to 11.45 p.m. The conference will be opened on Friday (with a civic welcome) at 10.30 a.m. The President will give a garden party in the grounds of the Grand Hotel in the afternoon, and the conference dinner will take place at the Pavilion (the Popular Restaurant) at 7 for 7.30 prompt. On the afternoon of Saturday there will be motor excursions and "mystery" drives, with a concert in the Pavilion at 8 p.m. There will be a motor tour on Monday to Southampton Docks, where the palatial Canadian Pacific liner "Empress of Australia" will be on view.

Insurance Notes.

INSURANCE INSTITUTE.

At a recent meeting of the council of the Insurance Institute of London, Mr. W. A. Workman (General Manager of the Legal and General Assurance Society) was elected President of the Institute for the ensuing year, and Mr. Norman M. Walker (Managing Director of the British General Insurance Company) was elected Deputy-President.

At the annual general meeting held previously, Mr. J. Dewhirst (Secretary of the Commercial Union Assurance Company) was re-elected Honorary Treasurer, and Lord Plender (of Messrs. Deloitte, Plender, Griffiths & Co.) was re-elected Honorary Auditor.

CITY BANK FARMERS TRUST COMPANY.

In these days of the internationalisation of security markets, it is natural that English executors and administrators should increasingly often be confronted with the task of complying with the troublesome formalities incident to obtaining the release of securities in America. In this connexion the announcement of City Bank Farmers Trust Company, published on p. vii of this issue, is of interest.

It is to be noted that City Bank Farmers Trust Company is the oldest trustee company in America—probably in the world. Corporate trusteeship and executorship, which in this country do not, we believe, ante-date the present century, are far older growths in America. City Bank Farmers Trust Company was established as long ago as 1822; formerly The Farmers' Loan and Trust Company, it received its present name when in 1929 it became affiliated with The National City Bank of New York.

The London Branch of City Bank Farmers Trust Company is situated at 11, Waterloo Place, S.W.1, where are also the headquarters of the Company's English subsidiary, City Bank Farmers Trust Company, Limited, which has for many years carried on trustee and executor business in the United Kingdom. [Advt.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT NO. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part II.	MR. JUSTICE MAUGHAM. Witness. Part I.
M'nd'y July 6	Mr. Hicks Beach	Mr. Ritchie	Mr.*Andrews	Mr.*Hicks Beach
Tuesday .. 7	Blaker	Andrews	*More	Andrews
W'dn'sd'y . 8	More	Jolly	*Hicks Beach	*More
Thursday.. 9	Ritchie	Hicks Beach	Andrews	Hicks Beach
Friday 10	Andrews	Blaker	More	*Andrews
Saturday .. 11	Jolly	More	Hicks Beach	More

DATE.	GROUP I. MR. JUSTICE BENNETT. Non-Witness .	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
M'nd'y July 6	Mr. More	Mr. Ritchie	Mr. Jolly	Mr.*Blaker
Tuesday .. 7	Hicks Beach	*Blaker	Ritchie	*Jolly
Wednesday 8	Andrews	Jolly	Blaker	*Ritchie
Thursday . 9	More	*Ritchie	Jolly	Blaker
Friday 10	Hicks Beach	Blaker	Ritchie	*Jolly
Saturday .. 11	Andrews	Jolly	Blaker	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (14th May, 1930) 2½%. Next London Stock Exchange Settlement Thursday, 9th July, 1931.

	Middle Price 1 July 1931.	Flat Interest Yield. £ s. d.	Approximate Yield with redemption £ s. d.
English Government Securities.			
Consols 4% 1957 or after	96½xd	4 3 9	—
Consols 2½%	60½	4 2 8	—
War Loan 5% 1929-47	103	4 17 1	—
War Loan 4½% 1925-45	102	4 8 3	4 6 0
Funding 4% Loan 1960-90	97½	4 2 1	4 2 9
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	98	4 1 8	4 2 0
Conversion 5% Loan 1944-64	107½	4 13 0	4 11 0
Conversion 4½% Loan 1940-44	103	4 7 5	4 4 0
Conversion 3½% Loan 1961	85	4 2 4	—
Local Loans 3% Stock 1912 or after	70½	4 5 1	—
Bank Stock	276½	4 6 9	—
India 4½% 1950-55	78½	5 14 8	—
India 3½%	59½	5 17 8	—
India 3%	50½	5 18 10	—
Sudan 4½% 1939-73	102	4 8 3	4 7 8
Sudan 4% 1974	93	4 6 0	4 7 0
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	82½	3 7 10	3 18 9
Colonial Securities.			
Canada 3% 1938	93	3 4 6	4 3 0
Cape of Good Hope 4% 1916-36	98	4 1 8	4 8 0
Cape of Good Hope 3½% 1929-49	86	4 1 5	4 13 6
Ceylon 5% 1960-70	103	4 17 1	4 16 6
*Commonwealth of Australia 5% 1945-75	78½	6 7 5	6 10 0
Gold Coast 4½% 1956	100	4 10 0	4 10 0
Jamaica 4½% 1941-71	98	4 11 10	4 12 3
Natal 4% 1937	98	4 1 8	4 7 6
*New South Wales 4½% 1935-1945	62	7 5 2	8 0 6
*New South Wales 5% 1945-65	67	7 9 3	7 10 5
New Zealand 4½% 1945	93½	4 16 3	5 4 0
New Zealand 5% 1946	100½	4 19 6	4 19 9
Nigeria 5% 1950-60	104	4 16 2	4 14 2
*Queensland 5% 1940-60	75	6 13 4	6 19 0
South Africa 5% 1945-75	104	4 16 2	4 15 6
*South Australia 5% 1945-75	72	6 18 11	7 19 9
*Tasmania 5% 1945-75	65xd	7 13 10	7 14 10
*Victoria 5% 1945-75	75	6 13 4	6 15 6
*West Australia 5% 1945-75	76	6 11 7	6 14 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	67	4 9 7	—
Birmingham 5% 1946-56	107	4 13 6	4 10 6
Cardiff 5% 1945-65	105	4 15 3	4 14 0
Croydon 3% 1940-60	76	3 18 11	4 10 0
Hastings 5% 1947-67	105	4 15 3	4 14 0
Hull 3½% 1925-55	83	4 4 4	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	79	4 8 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	58	4 6 2	—
London City 3% Consolidated Stock after 1920 at option of Corporation	71	4 4 6	—
Metropolitan Water Board 3% "A" 1963-2003	69	4 6 11	—
Do. do. 3% "B" 1934-2003	72	4 3 4	—
Middlesex C.C. 3½% 1927-47	91	3 16 11	4 5 6
Newcastle 3½% Irredeemable	75xd	4 13 4	—
Nottingham 3% Irredeemable	68	4 9 7	—
Stockton 5% 1946-56	103xd	4 17 1	4 16 9
Wolverhampton 5% 1946-56	105	4 15 3	4 13 3
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	87½	4 11 5	—
Gt. Western Railway 5% Rent Charge	103½	4 16 7	—
Gt. Western Rly. 5% Preference	84½	5 18 4	—
L. & N.E. Rly. 4% Debenture	79½xd	5 0 8	—
L. & N.E. Rly. 4% 1st Guaranteed	74½	5 7 5	—
L. & N.E. Rly. 4% 1st Preference	46¼	8 12 0	—
L. Mid. & Scot. Rly. 4% Debenture	82½	4 17 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	74½	5 7 5	—
L. Mid. & Scot. Rly. 4% Preference	46½	8 12 0	—
Southern Railway 4% Debenture	85xd	4 14 2	—
Southern Railway 5% Guaranteed	101¼	4 18 6	—
Southern Railway 5% Preference	84½	5 18 4	—

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

SOLICITOR (newly admitted), Public School and LL.B., with conveyancing experience, seeks post where further experience may be gained; experienced speaker and would undertake advocacy.—Box 710, Solicitors' Journal, 29, Breams-buildings, E.C.4.

AN EXPERIENCED unadmitted Managing Clerk with good all-round knowledge of conveyancing, probate, trust and company work, desires engagement and is capable of acting without supervision. West End of London preferred.—Write Box 662, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

GENTLEMAN Ex-Master Mariner, experience in both sail and steam, middle age, requires work urgently; can control labour, victualling or catering, open to anything; yachting or boat clubs; travelling companion, valet to invalid, home or abroad. 13179.

SPRAY Painter, 39, several years' experience all materials, skilled operator, seeks post as foreman, sales demonstrator or instructor. 2084.

EX-OFFICER urgently desires position of trust and responsibility. Many years departmental manager leather trades; thorough commercial experience; control of staff, also first-class salesman; consider any line except "commission only"; do anything, go anywhere; good references. 12555.

ACCOUNTANT, fully qualified, 20 years' practical commercial experience all branches, including own business and practice; fluent Spanish and Portuguese, French and Italian, held very responsible posts; first-class testimonials and clean record. Age 40, single. 1852.

EX-OFFICER, 57, married, pre-war service, Excellent post-war testimonials as manager and clerk; will accept caretaker's job or anything; go anywhere; sergeant's pre-war pension. 9778.

EX-OFFICER, aged 38, married, eight years' experience commercial salesmanship (grocery, W. & S. and allied trades). Excellent organising abilities; good agricultural knowledge; drive car; pass fidelity guarantee; excellent testimonials. 8021.

CONFIDENTIAL SECRETARY with travel. Public School and University, ex-officer, tall, used to responsibility, wide experience business, press and publicity, interviewing, etc., desires post; excellent references.—Box 762, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ARTICLED CLERKS, &c.

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WILL any Relatives of the late ALEXANDER NESBITT, who died 21st June, 1886, also of his wife, CECILIA NESBITT, deceased 6th November, 1900, and who are buried in Maresfield Churchyard, kindly COMMUNICATE with William Clifford Dodkins, of 1, London Wall-buildings, London, E.C.2, concerning the Memorial erected to the former at Fairwarp Church, Uckfield, Sussex?

BURTON.—The Kin of HARRIETT LOUISA BURTON, Widow, late of 1, Holly Hedge-terrace, Lewisham, Kent, who died at Lewisham on 20th January, 1931, are requested to APPLY to the Treasury Solicitor (B.V.), Storey's-gate, London, S.W.1. (Estate about £600).

WILL Mrs. KATE STUART (née KINLOCH) please COMMUNICATE with Dixons, Ward and Co., Solicitors, 3, Southampton-street, Strand, W.C.2.

PARR.—The Kin of EMMA PARR, Widow, late of Oakmere Hall Lodge, Oakmere, Northwich, Cheshire, who died there on 26th February, 1931, are requested to APPLY to the Treasury Solicitor (B.V.), Storey's Gate, London, S.W.1. (Estate about £700).

CRONLY.—Will any solicitor, banker or other person who can give information with regard to a Will which may have been made by ALBERT WILLIAM CRONLY, late of Dublin, and formerly of the Exchequer and Audit Department, London, and of various addresses in Kensington, Paddington and Bayswater, communicate with Messrs. Mackrell, Maton, Godlee & Quincey, 21, Cannon-street, E.C.4.

WILL CHARLOTTE HOLT, formerly of Brownlow-avenue, Toronto, Canada, or anyone knowing her present whereabouts, write Stewart Williams, 61, Penhale-road, Portsmouth.

NOTICE.

The business of the late Mr.

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